

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 10  TO LEASE NO. GS-05B-17902
ADDRESS OF PREMISES 3251 Evergreen Drive NE Grand Rapids, MI 49525-9581	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between  
 GR GSA Office, LLC

whose address is: One North Whacker Drive, Suite 4025  
 Chicago, IL 60606-2844

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to add a (five) 5 year, three (3) year firm renewal option.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution of this Lease Amendment as follows:

1. This lease may be renewed at the option of the Government for a period of 5 years, 3 years firm provided notice is given to the lessor at least 30 days prior to the end of the lease term. Said notice shall be computed commencing the day after the date of mailing.
2. After the firm term of the renewal period, the Government may terminate the lease in its entirety by giving one hundred eighty (180) days written notice to the Lessor and no rental shall accrue after the effective date of termination, provided the Government has vacated the premises on or before the effective date. Said notice shall be computed commencing the day after the date of mailing."

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

Signature: (b) (6)  
 Name: Patrick McGarry  
 Title: VP & Authorized Signor  
 Entity Name: GR GSA Office, LLC  
 Date: 6/28/2021

**FOR THE GOVERNMENT:**

Signature: (b) (6)  
 Name: Kimberly Gill  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
 Date: 6/28/2021



**WITNESSED FOR THE LESSOR BY:**

Signature: (b) (6)  
 Name: Kurt Stout  
 Title: Executive Vice President  
 Date: 6/28/2021

3. The Government shall pay the Lessor annual rent for 28,040 ABOA square feet (30,664 RSF), payable in monthly installments in arrears, at the following rates:

	January 9, 2022 - January 8, 2025	January 9, 2025 - January 8, 2027
	Annual Rent	Annual Rent
Shell Rent	(b) (4)	
Operating Costs*		
Total Annual Rent	\$770,317.16	\$770,317.16
*Operating Costs of (b) (4) includes escalations through January 9, 2021. Operating Costs will continue to escalate throughout the remaining lease term and renewal period.		

4. FAR 52.204-25 As attached consisting of three (3) pages is hereby added to this lease.
5. All other terms and conditions of the lease shall remain in force and effect.

INITIALS:  &   
LESSOR GOV'T

**GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE****LEASE AMENDMENT**

LEASE AMENDMENT No. 11

TO LEASE NO. GS-05B-17902

## ADDRESS OF PREMISES

3251 Evergreen Drive NE  
Grand Rapids, MI 49525-9581

PDN Number: N/A

**THIS AMENDMENT** is made and entered into between

GR GSA OFFICE, LLC

whose address is: One North Wacker Drive, Suite 4025  
Chicago, IL 60606-2844hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:**WHEREAS**, the parties hereto desire to amend the above Lease to exercise the renewal option.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended as follows:

1. The Government hereby exercises the renewal option established in Lease Amendment #10.

This Lease Amendment contains 1 page.

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.**FOR THE LESSOR:**

(b) (6)

02C803B0967E4CD  
Name: Patrick McGarry

Title: VP &amp; Authorized Signor

Entity: GR GSA Office, LLC

Date: 6/28/2021

**FOR THE GOVERNMENT:**

(b) (6)

5012693106E3428  
Name: Kimberly Gill

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 6/28/2021

**WITNESSED FOR THE LESSOR BY:**

(b) (6)

EA66624E4537454  
Name: Kurt Stout

Title: Executive Vice President

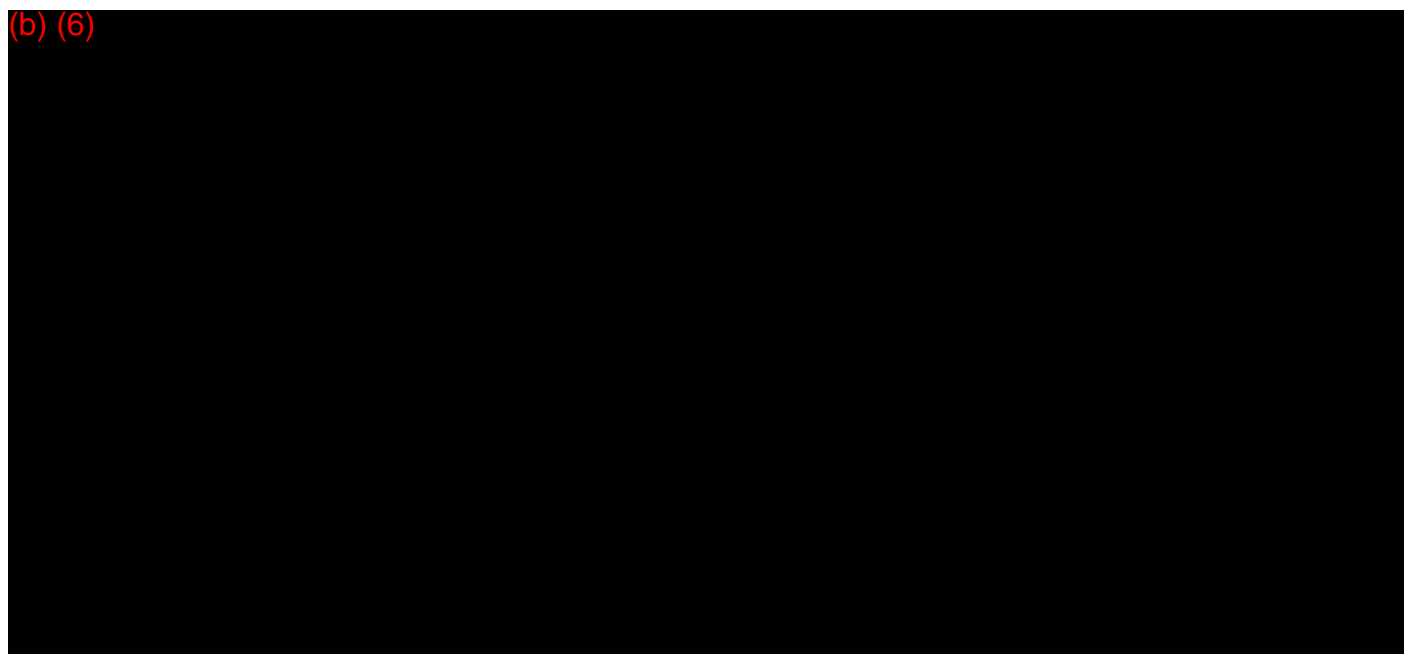
Date: 6/28/2021







(b) (6)



**GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE****LEASE AMENDMENT**

LEASE AMENDMENT No. 11

TO LEASE NO. GS-05B-17902

## ADDRESS OF PREMISES

3251 Evergreen Drive NE  
Grand Rapids, MI 49525-9581

PDN Number: N/A

**THIS AMENDMENT** is made and entered into between

GR GSA OFFICE, LLC

whose address is: One North Wacker Drive, Suite 4025  
Chicago, IL 60606-2844hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:**WHEREAS**, the parties hereto desire to amend the above Lease to exercise the renewal option.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended as follows:

1. The Government hereby exercises the renewal option established in Lease Amendment #10.

This Lease Amendment contains 1 page.

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.**FOR THE GOVERNMENT:**

(b) (6)

(b) (6)

02C803B0967E4CD  
Name: Patrick McGarry5012693106E3428  
Name: Kimberly Gill

Title: VP &amp; Authorized Signor

Title: Lease Contracting Officer

Entity: GR GSA Office, LLC

General Services Administration, Public Buildings Service

Date: 6/28/2021

Date: 6/28/2021

**WITNESSED FOR THE LESSOR BY:**

(b) (6)

EA66624E4537454  
Name: Kurt Stout

Title: Executive Vice President

Date: 6/28/2021



<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	<b>LEASE AMENDMENT No. 9</b>
<b>LEASE AMENDMENT</b>  <b>ADDRESS OF PREMISES</b> 3252 Evergreen Drive NE Grand Rapids, MI 49525-9581	<b>TO LEASE NO.</b> GS-05B-17902

THIS AGREEMENT, made and entered into this date by and between GR GSA Office, LLC

whose address is: One North Wacker Drive, Suite 400  
Chicago, IL 60606-2804 (b) (6)

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

WHEREAS, the parties hereto desire to effect a change of Payee address.

WHEREAS, subsequent payments to the Former Lessor will continue until such time a Lease Contracting Officer executes this lease amendment effecting a change to the new owner/payee identified in this Lease Amendment.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective the first day of the month following date of signature of Government as follows:

- Lease Amendment No. 9 is issued to reflect a change of Payee address thereby modifying the Lessor/Payee Information, Tax Identification Number, Duns Number and either GSA Form 3518 or 3518A, Representations and Certifications as applicable.
- The New Lessor assumes, approves, adopts and agrees to be bound by all the terms of the Lease.

**FORMER PAYEE**

GR GSA Office, LLC  
700 Tower Drive, Suite 300  
Troy, MI 48098-2825

**NEW PAYEE**

GR GSA Office, LLC  
One North Wacker Drive, Suite 400  
Chicago, IL 60606-2804 (b) (6)  
(b) (4)  
Phone Number: 804-441-7752

This Lease Amendment contains 1 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

Signature: (b) (6)  
Name: Patrick M. Barry  
Title: VP & Authorized Signer  
Entity Name: GR GSA Office, LLC  
Date: 7-23-19

**FOR THE GOVERNMENT:**

Signature: (b) (6)  
Name: Latrice D. Lacy  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, Real Estate Division  
Date: 13-AUG-2019

**WITNESSED FOR THE LESSOR BY:**

Signature: (b) (6)  
Name: Colleen Hyland  
Title: Analyst  
Date: 7/23/19

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 8  TO LEASE NO. GS-05B-17902
ADDRESS OF PREMISES 3251 Evergreen Drive NE 3251 Evergreen Drive NE, Unit 7 Grand Rapids, MI 49525-9581	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between  
 GR GSA Office, LLC  
 C/O Titanium Real Estate Advisors

whose address is: 7776 E Wisconsin Avenue, Suite 2350  
 Milwaukee, WI 53202

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to extend the Lease term.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective January 9, 2019, as follows:

A. Use of the GSA Form 276 Supplemental Lease Agreement has been discontinued. All references in the Lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."

1. Page 1 of Standard Form 2, U.S. Government Lease for Real Property, Paragraph 2 is further amended as follows:

"The Lease term is extended for a period of thirty-six (36) months; 24 months firm, effective January 9, 2019, through January 8, 2022, at the current rental rate. After the firm term, the Government may terminate the lease in whole by giving one hundred twenty (120) days written notice to the Lessor and no rental shall accrue after the effective date of termination, provided the Government has vacated the premises on or before the effective date. Said notice shall be computed commencing with the day after the date of mailing."

This Lease Amendment contains 1 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

Signature: (b) (6)  
 Name: Patrick McGarry  
 Title: Authorized Signer  
 Entity Name: GR GSA Office, LLC  
 Date: 1-18-19

**FOR THE GOVERNMENT:**

Signature: (b) (6)  
 Name: Shenika M. T. Kuehar  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
 Date: 3/12/19

**WITNESSED FOR THE LESSOR BY:**

Signature: (b) (6)  
 Name: Shirley G. Gonsky  
 Title: Authorized Signer  
 Date: 1/18/19

<b>GENERAL SERVICES ADMINISTRATION</b> PUBLIC BUILDINGS SERVICE  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT NO. 1	DATE <b>2/26/2008</b>														
ADDRESS OF PREMISES  This agreement, made and entered into this date by and between Fusion Properties LLC  whose address is                      6090 Fulton Ave. S.E. Ada, MI 49301  hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:  WHEREAS, the parties hereto desire to amend the above Lease.  NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>February 1, 2008</u> , as follows:  1. Paragraph 1 of the SF-2 shall be deleted and the following is substituted therefore:  "1. The Lessor hereby leases to the Government the following described premises:  Office space consisting of 27,833 usable square feet (30,272 rentable), plus 150 on site parking spaces of which 12 shall be designated as reserved for Government use, in a building to be constructed at 3251 N. Evergreen Drive N.E., Unit 7, Grand Rapids, Michigan 49525, as shown on the attached site plan, "Exhibit A," to be used for such purposes as determined by the General Services Administration. All parking costs are to be included in the rent to be paid to the Lessor."																
<b>CONTINUED ON PAGE 2 ATTACHED AND MADE A PART HEREOF</b>																
All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date.																
<table style="width: 100%; border: none;"> <tr> <td colspan="3" style="padding-bottom: 10px;"> <b>LESSOR - FUSION PROPERTIES, LLC</b> </td> </tr> <tr> <td style="width: 45%; vertical-align: top;">           BY <span style="background-color: black; color: red;">(b) (6)</span>  <div style="border-bottom: 1px solid black; width: 100%;"></div>           (Signature)         </td> <td style="width: 5%;"></td> <td style="width: 50%; vertical-align: top;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> <i>President Fusion Properties</i>            (Title)         </td> </tr> <tr> <td style="vertical-align: top;">           IN PRESENCE OF <span style="background-color: black; color: red;">(b) (6)</span>  <div style="border-bottom: 1px solid black; width: 100%;"></div>           (Signature)         </td> <td></td> <td style="vertical-align: top;"> <div style="border-bottom: 1px solid black; width: 100%;"></div>           (Address)         </td> </tr> <tr> <td colspan="3" style="padding-top: 20px;"> <table style="width: 100%; border: none;"> <tr> <td style="width: 45%; vertical-align: top;">           UNITED STATES OF AMERICA            BY <span style="background-color: black; color: red;">(b) (6)</span>  <div style="border-bottom: 1px solid black; width: 100%;"></div>           (Signature)         </td> <td style="width: 55%; vertical-align: top;">           CONTRACTING OFFICER            GENERAL SERVICES ADMINISTRATION            230 S. Dearborn, Suite 3300            Chicago, IL 60604            (Official Title)         </td> </tr> </table> </td> </tr> </table>			<b>LESSOR - FUSION PROPERTIES, LLC</b>			BY <span style="background-color: black; color: red;">(b) (6)</span> <div style="border-bottom: 1px solid black; width: 100%;"></div> (Signature)		<div style="border-bottom: 1px solid black; width: 100%;"></div> <i>President Fusion Properties</i> (Title)	IN PRESENCE OF <span style="background-color: black; color: red;">(b) (6)</span> <div style="border-bottom: 1px solid black; width: 100%;"></div> (Signature)		<div style="border-bottom: 1px solid black; width: 100%;"></div> (Address)	<table style="width: 100%; border: none;"> <tr> <td style="width: 45%; vertical-align: top;">           UNITED STATES OF AMERICA            BY <span style="background-color: black; color: red;">(b) (6)</span>  <div style="border-bottom: 1px solid black; width: 100%;"></div>           (Signature)         </td> <td style="width: 55%; vertical-align: top;">           CONTRACTING OFFICER            GENERAL SERVICES ADMINISTRATION            230 S. Dearborn, Suite 3300            Chicago, IL 60604            (Official Title)         </td> </tr> </table>			UNITED STATES OF AMERICA BY <span style="background-color: black; color: red;">(b) (6)</span> <div style="border-bottom: 1px solid black; width: 100%;"></div> (Signature)	CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION 230 S. Dearborn, Suite 3300 Chicago, IL 60604 (Official Title)
<b>LESSOR - FUSION PROPERTIES, LLC</b>																
BY <span style="background-color: black; color: red;">(b) (6)</span> <div style="border-bottom: 1px solid black; width: 100%;"></div> (Signature)		<div style="border-bottom: 1px solid black; width: 100%;"></div> <i>President Fusion Properties</i> (Title)														
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**Supplemental Lease Agreement No. 1 to Lease GS-05B-17902**  
**3251 N. Evergreen Drvie N.E., Grand Rapids, MI**  
**Page 2**

2. Paragraph 3 of the Lease shall be deleted and the following substituted therefore:

"3. The Government shall pay the Lessor annual rent of:

Years 1-5: \$880,007.04, at the rate of \$73,333.92 per month in arrears based on a rate of \$31.52 per BOMA Usable Square Foot (\$29.07 per rentable square foot).

Years 6-10: \$631,473.92, at the rate of \$52,622.82 per month in arrears based on a rate of \$22.61 per BOMA Usable Square Foot (\$20.86 per rentable square foot).

The operating expense portion of rent is subject to annual escalations as outlined in Paragraph 13 below. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

FUSION PROPERTIES LLC  
6090 FULTON AVE. S.E.  
ADA, MI 49301"

3. Paragraph 13 of the Lease shall be deleted and the following substituted therefore:

"13. The total net usable square foot area referred to in Paragraph 1 is subject to adjustment but may not be less than the minimum of 27,833 net usable square footage offered. Should there be any adjustments in the usable square footage delivered that has been determined through mutual field measurement, the per annum rental referred to above shall be adjusted on the basis of \$31.52 per usable square foot per annum for Years 1-5 of the lease, and \$22.61 per usable square foot per annum for years 6-10 of the lease. The lease shall be amended by Supplemental Lease Agreement after the actual field measurement to establish the square footage and rental in compliance with the terms of the lease. In the event the actual amount of space exceeds 27,833 usable square feet, there will be no additional cost to the Government."

4. Paragraph 16 of the Lease shall be deleted and the following substituted therefore:

"16. For the purpose of computing operating cost adjustments in accordance with SFO GS-05B-17902 paragraph 3.5, the first year's base cost is hereby established as (b) (4) per usable square foot, (b) (4) per rentable square foot."

5. Paragraph 19 of the Lease shall be deleted and the following substituted therefore:

"19. The Lease Common Area Factor is 1.087 (30,272 rentable square feet divided by 27,833 usable square feet)."

6. Paragraph 20 of the Lease shall be deleted and the following substituted therefore:

"20. The Lessor agrees to provide a Tenant Improvement Allowance up to (b) (4) per net usable square foot (b) (4) toward the cost of tenant improvements. In the event that the tenant improvement cost is less than the amount provided above, Lessor agrees to refund such difference in a form of reduction of base rent using a (b) (4). The refund will be a credit of base rent equally amortized throughout the firm term (Years 1-5) of the lease."

7. Paragraph 22 of the Lease shall be deleted and the following substituted therefore:

(b) (4)

INITIALS

GOV'T	LESSOR
MP	DA

**GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL  
AGREEMENT

NO. 2

DATE

1/28/09

TO LEASE NO. GS-05B-17902

ADDRESS OF PREMISES 3251 N. Evergreen Drive N.E., Unit 7, Grand Rapids, Michigan 49525

THIS AGREEMENT, made and entered into this date by and between **3251 North Evergreen LLC**.

whose address is 212 Grandville Avenue SW  
Suite 105  
Grand Rapids, MI 49503

hereinafter called the **Lessor** and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease. NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective January 9, 2009, as follows:

Supplemental Lease Agreement (SLA) number 2 is hereby issued to include the actual Tenant Improvement costs of \$835,858.38 amortized over the five (5) year firm term of the lease. Additionally, SLA number 2 is issued to include the lease commencement date, the rentable and usable square footage, total commission credit and the annual rental amount.

Therefore, Paragraphs 1, 2, 3, 17, 19, 20 and 22 of GSA form SF-2, U.S. Government Lease for Real Property are hereby deleted and amended as follows.

- The Lessor hereby leases to the Government the following described premises:  
Office space consisting of 28,040 usable square feet (30,664 rentable), plus 150 on site parking spaces of which 12 shall be designated as reserved for Government use, in a building to be constructed at 3251 N. Evergreen Drive N.E., Unit 7, Grand Rapids, Michigan 49525. All parking costs are to be included in the rent to be paid to the Lessor.  
**Block A** – Internal Revenue Service- 27,232 usable/ 29,780 rentable – 10 designated parking spaces  
**Block B** – Treasury Inspector General for Tax Administration – 808 usable/ 883 rentable – 2 designated parking spaces
- To have and to hold the said premises with their appurtenances for the term beginning on **January 9, 2009** through **January 8, 2019**, subject to termination and renewal rights as may be hereinafter set forth.
- The Government shall pay the Lessor rent as follows:

	Shell	Operating Cost*	RE Taxes*	Annual TI Payment	Annual Rent	\$/RSF	Adjustments	Adjusted Annual Rent	Adj \$/RSF
YEAR 1	(b) (4)							\$778,036.43	\$25.37
YEARS 2-5*								\$893,011.69	\$29.12
YEARS 6-10*								\$639,651.04	\$20.86

Note: Year 1 Adjustments reflect a total commission credit of (b) (4)

Asterisk (\*) Denotes that annual adjustments are made pursuant to the Lease

Asterisk (\*) Denotes that annual adjustments are made pursuant to the Lease.

Note 1: Year 1 Adjustments reflect a total commission credit of (b) (4) paid in consecutive months.

Note 2: Annual Rent Payments are further described in Attachment No. 1 – Contract Rent payments – to SLA No. 2  
Rent or a lesser period shall be prorated. Rent checks shall be made payable to:

**3251 North Evergreen LLC.**

212 Grandville Avenue SW, Suite 105

Grand Rapids, Michigan 49503

All other terms and conditions of the lease shall remain in force and effect.

Page 1 of 3

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: 3251 NORTH EVERGREEN LLC

(b) (6)  
(Signature)

*Malinda E. Pennington*  
(Title)

IN THE PRESENCE (b) (6)  
(Signature)

*Director of Brokerage*  
(Title)

UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION

BY (b) (6)  
(Signature)

**MALINDA E. PENNINGTON**  
CONTRACTING OFFICER  
(Title)




**Supplemental Lease Agreement 2**

GS-05B-17902

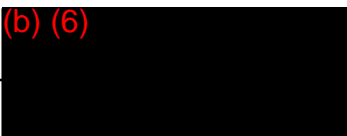
Page 2 of 3

17. For the purpose of computing real estate tax adjustments in accordance with SFO GS-05B-17902, Paragraph 3.3, it is agreed that the Government occupies 100% of the building of which the Government will pay its share of taxes when they exceed the base year. As part of the rent, you will be paid .29 rentable square feet for taxes until building/ land become fully assessed. Base year will be established upon assessment by local tax authority.
19. The Lease Common Area Factor is 1.093580599 (30,664 rentable square feet divided by 28,040 usable square feet).
20. THE TOTAL TENANT IMPROVEMENT WORK IS (b) (4) Any amount equal to or less than said amount will be amortized into the rent over the firm term (5 years). ANY AMOUNT ABOVE WILL BE PAID VIA LUMP SUM PAYMENT. A SUBSEQUENT SLA WILL BE ISSUED TO FINALIZE THE TOTAL COST OF TI CONSTRUCTION. THE ANNUAL RENT RATE IN PARAGRAPH 3 ABOVE FOR THE PERIOD 1/9/2009 THROUGH 1/8/2013 INCLUDES (b) (4) Tenant Improvement Costs, amortized over the five (5) year firm term period of the lease contract at an interest rate of (b) (4) using end of month payment computations (b) (4) per BOMA Usable square foot per year).  
(4)

22. (b) (4)



GOV'T: MP & LESSOR: (b) (6)



## Attachment #1 to SLA No. 2

## Contract Rent Calculation

Page 3 of 3

CITY, STATE		Grand Rapids, MI		Rental Component		\$/RSF Rate		Annual Rate	
BUILDING NO.		LM117902		Shell Rate (Years 1-5)		(b) (4)		(b) (4)	
LEASE NO.		30664		Shell Rate (Years 6-10)		(b) (4)		(b) (4)	
RSF		28040		Base Operating Rate		(b) (4)		(b) (4)	
USF		1.093580599		Base Real Estate Tax		(b) (4)		(b) (4)	
CAF		1.093580599		TI Annual Amortization		(b) (4)		(b) (4)	
				Total Commission		(b) (4)		(b) (4)	
				Total Comm. Credit		(b) (4)		(b) (4)	
		TI Allowance							
		TI Allowance (\$/usf)							
		Term of Amort							
		Interest Rate							
		Term of Contract							
		Lease Commence							
		January 9, 2009							
YEAR 1 TOTAL		Shell	Operating Cost	RE Taxes	TI Pay/mo	Annual Rent	\$/RSF	Billing Adj	Adjusted
Month 1									
Month 2									
Month 3									
Month 4									
Month 5									
Month 6									
Month 7									
Month 8									
Month 9									
Month 10									
Month 11									
Month 12									
YEAR 2									
YEAR 3									
YEAR 4									
YEAR 5									
YEAR 6									
YEAR 7									
YEAR 8									
YEAR 9									
YEAR 10									

							Adjusted		
	Shell	Operating Cost*	RE Taxes*	Annual TI Payment	Annual Rent	\$/RSF	Adjustments	Annual Rent	Adj \$/RSF
YEAR 1								\$778,036.43	\$25.37
YEARS 2-5*	(b) (4)							\$893,011.69	\$29.12
YEARS 6-10*	(b) (4)							\$639,651.04	\$20.86

Note: Year 1 Adjustments reflect a total commission credit of

(b) (4)

Asterisk (\*) Denotes that annual adjustments are made pursuant to



GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT

DATE

NO. 3

January 9, 2009

PS No. - PS0013998

TO LEASE NO. GS-05B-17902

**ADDRESS OF PREMISES** 3251 N. Evergreen Drive N.E., Unit 7, Grand Rapids, MI 49525

THIS AGREEMENT, made and entered into this date by and between **3251 North Evergreen LLC**

whose address is: 212 Grandville Avenue SW, Suite 105  
Grand Rapids, MI 49503

hereinafter called the **Lessor**, and the **UNITED STATES OF AMERICA**, hereinafter called the **Government**:

WHEREAS, on October 10, 2008, the Government issued a Notice to Proceed in the amount of \$830,000.00; and WHEREAS, during the course of construction, a total of twenty (20) change orders were issued that INCREASED the total construction cost of the Tenant Improvements by \$72,300.00; and WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective January 9, 2009 as follows:

**Supplemental Lease Agreement (SLA) No. 3** to lease GS-05B-17902 is hereby issued to amend the lease as follows:

(1) amend the total Tenant Improvement costs; (2) to finalize the amount of such costs that will be paid for via rent amortization or via lump sum payment; (3) to finalize the TI construction scope of work and to include all such items mentioned therein under the terms of the lease.

**Therefore, Paragraph 20 of GSA form SF-2, U.S. Government Lease for Real Property is hereby deleted and amended as follows:**

"20. (a) The total cost of Tenant Improvements (TI), including twenty (20) change orders, is \$902,300.00. This reflects an increase of \$72,300.00 from the original TI construction cost contract value. All Tenant Improvement costs, including change orders, is further described in Attachment No. 1 (See Tenant Improvement Cost Summary).

(b) Payments of the TI costs will be made via amortization into the rent and by lump sum payment. The total amount amortized into the rent is (b) (4). The total amount that shall be paid via a one-time lump sum payment is (b) (4). To receive such lump sum payment, the Lessor shall submit an invoice to the Government by following the instructions provided below.

(c) TI construction scope of work shall include the Construction Drawings developed by Dan Vos Construction Company dated 10/24/2008 and all change orders. All such items are further described in Attachment No. 1 (see Construction Drawings, then Tenant Improvement Cost summary, and other backup documentation such as change bulletins, change order drawings as shown in the attachment). All items (i.e. materials and workmanship) included in this SLA and its attachment shall be included under the terms, conditions, and maintenance required by this Lease."

The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for waste, damages or restoration arising from or related to the work described in the SLA and its Attachment(s). At the Government's sole discretion, property remaining in leased space after termination of the lease contract will become the property of the Lessor.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR, **3251 North Evergreen LLC**

BY

(b) (6)

(Signature)

(b) (6)

(Title)

IN PRESENCE OF

(b) (6)

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE

BY

(b) (6)

(Signature)

CONTRACTING OFFICER

(Official Title)

**Attachment # 1 to SLA No. 3 of Lease No. GS-05B-17902**

**Contents:**

- Grand Rapids, MI TI Cost Summary (22 Pages)
- Construction Drawings by Dan Vos Construction Company dated 10/24/2008 (34 Sheets)
- Change Request No. 1 drawing for door 118A addition (1 page)
- Grand Rapids Keying and hardware function schedule (5 pages)
- Sound Masking System drawings (2 sheets)
- Room 212 Rework drawings (1 page)

Initials:

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**GRAND RAPIDS, MI TI COST SUMMARY**

CITY, STATE	Grand Rapids, MI	Final TI Proposal (NTP)	(b) (4)
BUILDING NO.	MI2210zz	Total TI Change Orders	
LEASE NO.	GS-05B-17902	Total Project Cost	\$902,300.00
Total SF	27,232 USF / 29,780 RSF		

**Tenant Improvement Cost Summary**

Division	Division Description	TI Construction	Status
Division 1	General Requirements	(b) (4)	
Division 2	Site Construction		
Division 3	Concrete		
Division 4	Masonry		
Division 5	Metals (Steel)		
Division 6	Woods - Carpentry		
Division 7	Thermal & Moisture Protection		
Division 8	Doors & Windows		
Division 9	Finishes		
Division 10	Specialties		
Division 11	Equipment		
Division 12	Furnishings		
Division 13	Special Construction		
Division 14	Conveying Systems		
Division 15	Mechanical		
Division 16	Electrical		
Division 20	General Requirements		

**Total Construction Costs (Includes GC OH&P**

Less Owner Discount for Negotiated Items (\*)

**TOTAL COST UNDER NOTICE TO PROCEED**

(b) (4)

See Note 1

See Note 2

Total Change Orders

(b) (4)

**Grand Total Project Costs**

**\$902,300.00**

Costs Amortized in the Rent

(b) (4)

See Note 3

Costs to be Paid Lump Sum

See Note 3

(\*) Per negotiations on 10/10/2008 - The items noted with (\*) were discounted and included in the Owner Discount Line-item. The specific items that were negotiated upon were Lighting, Fire Alarms, General Requirements, and some Mechanical.

(\*\*) - Project Contingency was removed in whole from Division 20.

NOTE 1 - Total Construction Cost includes the cost for adding the exterior door in General Office 154 and labor/materials to install all white boards.

NOTE 2 - Total Cost Included under the Notice to Proceed is per the drawings dated 10/22/2008.

NOTE 3 - All costs shown above and within this TI Cost Summary are accurate as of **12/30/08**. At the end of the project, all changes to the TI documents will be summarized in a final SLA. Therefore, the amounts shown for TI amortization and lump sum payments are subject to change, as these amounts will be determined after all change orders have been requested and approved.

Change Order Summary			
Change Order	Description of Change Order	Cost of Construction	Status
CO #1	<u>First Floor Egress Door - South Side of Building</u>	(b) (4)	
CO #2	<u>Additional Electrical Circuits</u>		
CO #3	<u>Sound Masking</u>		
CO #4	<u>Delete Door 201 and Vestibule</u>		
CO #5	<u>Door Hardware Changes</u>		
CO #6	<u>Radio Antenna</u>		
CO #7	<u>Extend Partitions of Storage Rooms to Deck</u>		
CO #8	<u>Paint Additional Rooms</u>		
CO #9	<u>Add Sink to Copy Room 145</u>		
CO #10	<u>Door Hardware Changes</u>		
CO #11	<u>Additional Electrical Costs</u>		
CO #12	<u>Additional Wall-Mount Bus Bars</u>		
CO #13	<u>Remove Support Node 143</u>		
CO #14	<u>Renovate Room 212</u>		
CO #15	<u>Change to the Monument Sign</u>		
CO #16	<u>Water Supply for Refrigerator</u>		
CO #17	<u>Relocate In Floor Receptacles</u>		
CO #18	<u>Install a Second New Antenna</u>		
CO#19	<u>Electrical Adds - Rooms 163, 236</u>		
CO#20	<u>Door Hardware Changes</u>		
Total Change Orders		(b) (4)	

NOTES:

CHANGE ORDER REQUEST						
Change Order #	1	Submitter:	Jeff Boot - Dan Vos Construction	Original Approved TI Allowance:	(b) (4)	
Location:	Grand Rapids, MI	Submitted to:	Mark Kraft - GSA - PD	Total Change Orders Approved		
Lease:	GS-05B-17902	Tenant	Internal Revenue Service	Total Amt. of this Change Order		
Date Submitted	7/29/2008	Date Approved:		New TI Amount, if approved		
STATEMENT OF WORK						
The IRS would like to have direct access to room 118 from both business units. Therefore, one (1) door needs to be added, resulting in a modification to door schedule and support node as described below.						
COST INFORMATION						
Description	Quantity	u/m	Unit Cost	Extension	Note	
<b>First Floor Egress Door - South Side of Building</b>						
Modify Support Node 119 (Elevation #2) - Shorten to allow room for Door 118A	1.00	LS	(b) (4)	(b) (4)		
Add Door 118A	1.00	LS				
Modify Door Hardware for 118 - Change from HW2 to HW6 (peephole and Cipher Lock)	1.00	LS				
Add HW6 to Door 118A	1.00	LS				
Modify Framing	1.00	LS				
General Condition Items - On-site supervision, project coordination, temporary dust control measures, necessary equipment, and trash removal & clean-up.	1.00	LS				
Overhead and Profit	10%	Sub				
<b>TOTAL</b>						
TIME IMPACT STATEMENT						
At this time there is not monetary impact due to time. We took the steps to hold off on the brick work in this area in hopes that this Change Order would be approved.						

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CHANGE ORDER REQUEST				
Change Order #	2	Submitter:	Jonathan Mattson	(b) (4)
Location:	Grand Rapids, MI	Submitted to:	Mark Kraft - GSA - PD	
Lease:	GS-05B-17902	Tenant	Internal Revenue Service	
Date Submitted		Date Approved:		
STATEMENT OF WORK				
Based on review of construction drawings and usage of workstation electrical outlets in the current IRS office, it was determined that 1 circuit per 8 workstations was insufficient. Therefore, the Electrician was requested to add circuits to the extent possible without adding additional panels.				
COST INFORMATION				
Description	Quantity	u/m	Unit Cost	Note
<u>Additional Electrical Circuits</u> Furnish and install twenty-two (22) additional electrical circuits at Evergreen Unit Dan Vos General Conditions	22.00	each	(b) (4)	(b) (4)
	1.00	subtotal		
	Subtotal			
Overhead & Profit	10.0000%	sub		
TOTAL				
TIME IMPACT STATEMENT				
No impact is foreseen in the project schedule				

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CHANGE ORDER REQUEST									
Change Order #	3	Submitter:	Jonathan Mattson		Original Approved TI Allowance:				
Location:	Grand Rapids, MI	Submitted to:	Mark Kraft - GSA - PD		Total Change Orders Approved				
Lease:	GS-05B-17902	Tenant	Internal Revenue Service		Total Amt. of this Change Order				
Date Submitted		Date Approved:			New TI Amount, if approved				
STATEMENT OF WORK									
COST INFORMATION									
Description			Quantity	u/m	Unit Cost	Extension	Note		
<b>Sound Masking</b> Lencore Acoustics - Materials and Installation (Includes Sales Tax on Materials) Electrical Install of Transformer - Elders Electric General Conditions			1.00	LS	(b) (4)	(b) (4)	(b) (4)		
			1.00	LS					
			1.00	LS					
Subtotal									
Overhead & Profit			10.000%	sub					
TOTAL									
TIME IMPACT STATEMENT									
No impact to the schedule is foreseen, If impact is determined, either this item will be determined as non-critical for completion or the cost of this work will be amended accordingly.									

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CHANGE ORDER REQUEST			
Change Order #	4	Submitter:	Jonathan Mattson
Location:	Grand Rapids, MI	Submitted to:	Mark Kraft - GSA - PD
Lease:	GS-05B-17902	Tenant	Internal Revenue Service
Date Submitted		Date Approved:	
Original Approved TI Allowance:			
Total Change Orders Approved			
Total Amt. of this Change Order			
New TI Amount, if approved			
STATEMENT OF WORK			
COST INFORMATION			
Description	Quantity	u/m	Note
<b>Delete Door 201 and Vestibule</b>			
Deduct for Wall - Framing/Gyp/Paint	1.00	LS	(b) (4)
Deduct for door 201	1.00	LS	
Deduct for Door Hardware	1.00	LS	
Deduct General Requirements	1.00	LS	
Subtotal			
Overhead & Profit		10.000%	sub
TOTAL			
TIME IMPACT STATEMENT			

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CHANGE ORDER REQUEST									
Change Order #	5	Submitter:	Jonathan Mattson		(b) (4)				
Location:	Grand Rapids, MI	Submitted to:	Mark Kraft - GSA - PD						
Lease:	GS-05B-17902	Tenant	Internal Revenue Service						
Date Submitted		Date Approved:							
Original Approved TI Allowance: Total Change Orders Approved Total Amt. of this Change Order New TI Amount, if approved									
STATEMENT OF WORK									
Change / Modify Door Hardware for Core and Shell Doors									
COST INFORMATION									
Description		Quantity	u/m	Unit Cost	Extension	Note			
Door Hardware Changes  Keypad Locks for Exterior Doors Prep Doors and Install Hardware General Conditions		4.00	each	(b) (4)	(b) (4)				
		4.00	each						
		1.00	LS						
		Subtotal							
Overhead & Profit		10.0000%	sub						
TOTAL									
THIS WORK IS TO BE INCORPORATED INTO CHANGE ORDER #10									
TIME IMPACT STATEMENT									

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CHANGE ORDER REQUEST				
Change Order #	6	Submitter:	Jonathan Mattson	
Location:	Grand Rapids, MI	Submitted to:	Mark Kraft - GSA - PD	
Lease:	GS-05B-17902	Tenant	Internal Revenue Service	
Date Submitted		Date Approved:		
Original Approved TI Allowance:				
Total Change Orders Approved				
Total Amt. of this Change Order				
New TI Amount, if approved				
(b) (4)				
STATEMENT OF WORK				
COST INFORMATION				
Description	Quantity	u/m	Unit Cost	Note
<b>Radio Antenna</b> Steel - 2 galvanized pipes, four primed angles, and one flat disk , installed. Flashing at the roof. Electrical conduit from Elders Electric, installed General Conditions	1.00	LS	(b) (4)	
	1.00	LS		
	1.00	LS		
	1.00	LS		
Subtotal				
Overhead & Profit	10.000%	sub		
TOTAL				
TIME IMPACT STATEMENT				

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CHANGE ORDER REQUEST									
Change Order #	7	Submitter:	Jonathan Mattson		Original Approved TI Allowance:				
Location:	Grand Rapids, MI	Submitted to:	Mark Kraft - GSA - PD		Total Change Orders Approved				
Lease:	GS-05B-17902	Tenant	Internal Revenue Service		Total Amt. of this Change Order				
Date Submitted		Date Approved:			New TI Amount, if approved				
<div>(b) (4)</div>									
STATEMENT OF WORK									
Extend all partitions forming rooms 208 and 225 to the deck as "Type C" walls.									
COST INFORMATION									
Description			Quantity	u/m	Unit Cost	Extension	Note		
Extend Partitions of Storage Rooms to Deck Metal stud and drywall walls "Type C" extended to deck in rooms 208 and 225.			1.00	LS	<div>(b) (4)</div>				
Subtotal									
Overhead & Profit			10.000%	sub					
TOTAL									
TIME IMPACT STATEMENT									

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CHANGE ORDER REQUEST									
Change Order #	8	Submitter:	Jonathan Mattson	Original Approved TI Allowance:					
Location:	Grand Rapids, MI	Submitted to:	Mark Kraft - GSA - PD	Total Change Orders Approved					
Lease:	GS-05B-17902	Tenant	Internal Revenue Service	Total Amt. of this Change Order					
Date Submitted		Date Approved:	12/18/2008	New TI Amount, if approved					
Paint in rooms 234, 236, 237, and 258.									
STATEMENT OF WORK									
COST INFORMATION									
Description	Quantity	u/m	Unit Cost	Extension	Note				
Paint Additional Rooms Apply paint in rooms 234, 236, 237, and 258.	1.00	LS	(b) (4)						
Subtotal									
Overhead & Profit			10.000% sub						
TOTAL									
TIME IMPACT STATEMENT									

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Change Order # 9		Submitter: Jonathan Mattson	Original Approved TI Allowance:	
Location: Grand Rapids, MI		Submitted to: Mark Kraft - GSA - PD	Total Change Orders Approved	
Lease: GS-05B-17902		Tenant Internal Revenue Service	Total Amt. of this Change Order	
Date Submitted		Date Approved: 12/18/2008	New TI Amount, if approved	
<b>STATEMENT OF WORK</b>				
Add a sink to the existing cabinetry in Copy Room 145, with all necessary plumbing. Add one receptacle to the same area.				
<b>COST INFORMATION</b>				
Description	Quantity	u/m	Unit Cost	Extension
<b>Add Sink to Copy Room 145</b> Patch / repair drywall Re-work cabinetry to accommodate the sink. Furnish and install one single compartment stainless steel sink with chrome gooseneck faucet Furnish and install one electrical receptacle	1.00	LS	(b) (4)	
	1.00	LS		
	1.00	LS		
	1.00	LS		
Subtotal				
Overhead & Profit		10.000%	sub	
TOTAL				
<b>TIME IMPACT STATEMENT</b>				

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CHANGE ORDER REQUEST									
Change Order #	10	Submitter:	Jonathan Mattson	(b) (4)					
Location:	Grand Rapids, MI	Submitted to:	Mark Kraft - GSA - PD	Total Change Orders Approved					
Lease:	GS-05B-17902	Tenant	Internal Revenue Service	Total Amt. of this Change Order					
Date Submitted		Date Approved:	12/18/2008	New TI Amount, if approved					
STATEMENT OF WORK									
Furnish and install four (4) electric strikes with keypads and one (1) handicapped door operator for doors 103, 128, 166A, and 100.									
COST INFORMATION									
Description				Quantity	u/m	Unit Cost	Extension	Note	
<u>Door Hardware Changes</u> Supply and install four (4) electrical strikes with keypads for doors 103, 128, and 166A. Door 100 to have electric strike in inactive leaf (with keypad), Stanley Magic Force handicapped door operator with two (2) actuators and an electric strike control. All low voltage wiring included. Prep jambs and doors 200A and 200B. Furnish and install 11 Mechanical Combo Locks. Furnish and install line-voltage for hardware at four (4) exterior door locations (100, 103, 128, and 166A)				1.00	LS	(b) (4)			
				1.00	LS				
				1.00	LS				
				1.00	LS				
				Subtotal				10.0000%	
Overhead & Profit				TOTAL					
TIME IMPACT STATEMENT									

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CHANGE ORDER REQUEST						
Change Order #	11	Submitter:	Jonathan Mattson	(b) (4)		
Location:	Grand Rapids, MI	Submitted to:	Mark Kraft - GSA - PD			
Lease:	GS-05B-17902	Tenant	Internal Revenue Service			
Date Submitted		Date Approved:	12/18/2008 New TI Amount, if approved			
<b>STATEMENT OF WORK</b>						
This Change Order shall encompass the following electrical changes: the addition of 2: EMT sleeves in four walls - Room No. 216/219, 219/222, 222/223, and 223,224. the addition of 5 data boxwys with pull-strings to accessible ceiling space in rooms 219, 222, 223, 224. Provision of access to existing 3" EMT sleeve above second floor ceiling for antenna. Addition of one door chime for door No. 236, and Reworking of provisions for office furniture in three (3) areas - General Offices No. 137, 143, and 160.						
<b>COST INFORMATION</b>						
Description		Quantity	u/m	Unit Cost	Extension	Note
<b>Additional Electrical Costs</b>						
Addition of 2" EMT sleeves in four (4) walls in Room No. 216/219, 219/222, 222/223 and 223/224, and the addition of 5 data boxes with pull-strings to accessible ceiling space in rooms 219, 222, 223, 224.						(b) (4)
Provision of access to existing 3" EMT sleeve above second floor ceiling for antenna.						
Addition of one (1) door chime button outside of Door No. 236						
Reworking of provisions for office furniture in three (3) areas - General Offices No. 137, 143, and 160.						
Subtotal						
Overhead & Profit						
TOTAL						
<b>TIME IMPACT STATEMENT</b>						

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COR #1 - Add door 118A  
- Shorten Support Node

Date - 10/22/08

(b) (6)

(b) (6)



A		B		C		D		E		F	
1	Door #	Master Type		Sub-Master		Drawing Lock-Type		IRS Lock-Type		Comments	
						Panic Hardware / Cylinder Lock		Electronic Keypad w/ Doorstrikes / Other Weatherproof programmable locking HDW.		Programed to open @ 7:00 a.m. - 5:30 pm (Weekdays) - Locked Weekends	
2	100		GM			Panic Hardware / No Lock		No change from Base			
3	100A		No key			Office Function		Office Function			
4	101		M1		M1-A						
5	103		M1		Sub-M1	Cylinder Lockset		Mechanical Combination		cipher on pull side	
6	103a		M1		Sub-M1	Storage Function		Passage Set			
7	104		M1		Sub-M1	Mechanical Combination		Mechanical Combination		cipher on pull side	
8	105		M1		Sub-M1	Mechanical Combination					
9	106		M1		Sub-M1	classroom function		Classroom Function			
10	107		M1		Sub-M1	Classroom Function		Storage Function			
11	108		M1		Sub-M1	Office Function		Passage Set			
12	110		M2		Sub-M2	Mechanical Combination		Mechanical Combination		cipher on pull side	
13	110a		GM			classroom function		Classroom Function			
14	111		No key		NA	sliding door		Passage Set			
15	112		No key		NA	sliding door		Passage Set			
16	113a		M2		Sub-M2	Mechanical Combination		Mechanical Combination		cipher on push side	
17	113b		M2		Sub-M2	Mechanical Combination		Mechanical Combination		cipher on push side	
18	114a		No key		NA	Passage		Passage Set			
19	114b		No key		NA	Passage		Passage Set			
20	115a		No key		NA	Passage		Passage Set			
21	115b		No key		NA	Mechanical Combination		Passage Set			
22	116		No key		NA	Mechanical Combination		Passage Set			
23	117		M2		M2-A	Office Function		Office Function			
24	118		M2		Sub-M2	Mechanical Combination		Mechanical Combination		cipher on pull side (peephole to view from Rm 124 into 118)	
25	118a		M2		Sub-M2	Mechanical Combination		Mechanical Combination		Cipher on push side (peephole to view out of Rm 118)	
26	121a		No key		NA	Passage		Passage			

A		B		C		D	E		F
Door #		Master Type	Sub-Master	Drawing Lock-Type	IRS Lock-Type	Comments			
1									
27	121b	M2	Sub-M2	Mechanical Combination	Mechanical Combination	cipher on pull side			
28	122	M2	Sub-M2	Mechanical Combination	Mechanical Combination	Cipher on pull side			
29	125	M2	M2-B	Office Function	Office Function				
30	127	No key	NA	Passage	Passage				
31	128	M2	Sub-M2	Storage Function	Mechanical Combination	cipher on pull side			
32	128a		NA	Mechanical Combination	Passage				
33	131	M4		Mechanical Combination	Mechanical Combination				
34	132	M4		Mechanical Combination	Mechanical Combination				
35	133	M4		Mechanical Combination	Mechanical Combination				
36	134	Off Master 1		Mechanical Combination	Mechanical Combination	cipher on pull side			
37	134a	Off Master 1		classroom function	Classroom function				
38	136	Off Master 2		classroom function	Mechanical Combination	Cipher on push side			
39	138	Off Master 1		classroom function	Storage Function				
40	140	Off Master 1		Mechanical Combination	Storage Function				
41	144	Off Master 1		Mechanical Combination	Mechanical Combination	cipher on push side			
42	146	M3	Sub-M3	classroom function	Classroom Function				
43	148	M3	sub-M3	Mechanical Combination	Mechanical Combination	cipher on pull side			
44	149	M3	M3A	Office Function	Office Function				
45	150	M3	M3-B	Office Function	Office Function				
46	151	M3	M3-C	Office Function	Office Function				
47	152	M3	M3-D	Office Function	Office Function				
48	153	M3	M3-E	Office Function	Office Function				
				Panic Hardware Inside - Outside: Always locked / No pull					
49	154	No key	No Key		Same as base bid	Vestibule Exterior Door			
50	158	M3	Sub-M3	classroom function	Classroom Function				
51	159	Off Master 3		Office Function	Office Function				

	A		B		C		D		E		F	
	Door #		Master Type	Sub-Master	Drawing Lock-Type	IRS Lock-Type	Comments					
1	52	161		Off Master 4	classroom function	Mechanical Combination						
53	163a		Off Master 1		Mechanical Combination	Mechanical Combination	cipher on push and pull side					
54	163b				Mechanical Combination	Passage						
55	164		Off Master 1		Mechanical Combination	Mechanical Combination	cipher on push side					
56	165		Off Master 1		Mechanical Combination	Mechanical Combination	cipher on push side					
57	166		Off Master 1		Mechanical Combination	Mechanical Combination	cipher on pull side					
58	166A		Off Master 1		Base Hardware	Mechanical Combination	cipher on pull side					
59	166B		Off Master 1		Base Hardware	Mechanical Combination	cipher on pull side					
60	200		GM		Mechanical Combination	Mechanical Combination	cipher on pull side					
61	200A		GM		Mechanical Combination	Mechanical Combination	cipher on push side					
62	200 B		GM		Mechanical Combination	Mechanical Combination	cipher on push side					
63	201			SBSE - M2	Classroom Function	Mechanical Combination						
64	201a		GM		Mechanical Combination	Mechanical Combination	Cipher on pull side					
65	203		M2	M2-C	Office Function	Office Function						
66	204		M2	M2-D	Office Function	Office Function						
67	206		M2	M2-E	Office Function	Office Function						
68	207		M2	M2-F	Office Function	Office Function						
69	208		M5	Sub-M5	Classroom Function	Storage Function						
70	212		M6	M6-A	Office Function	Office Function						
71	215		M6	Sub-M6	Classroom Function	Storage Function						
72	216		M4		Mechanical Combination	Mechanical Combination	Cipher on push side					
73	219				Passage	Passage Set						
74	220		M2	Sub-M2	Classroom Function	Storage Function						
75	222				Passage	Passage Set						
76	223				Passage	Passage Set						
77	224				Passage	Passage Set						
78	224b				Passage	Passage Set						
79	225		M6	Sub-M6	Classroom Function	Storage Function						

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A		B		C		D		E		F	
1	Door #	Master Type	Sub-Master	Drawing Lock-Type	IRS Lock-Type	Comments					
80	227			Passage	Passage Set						
81	228	M6	M6-B	Office Function	Office Function						
82	229	GM			Mechanical Combination						
83	231	M5		Office Function	Office Function	Cipher on Pull Side					
84	234	Off Master 5		Classroom Function							
85	236	Off Master 5		Mechanical Combination		cipher on push side					
86	236a	Off Master 5		Mechanical Combination		cipher on pull side					
87	237	Off Master 5		Office Function							
88	238	Off Master 5		Office Function							
89											
90											
91											
92											
93											

(b) (6)

(b) (6)

Definitions		
Master Type	Description	# of Keys
GM	All Doors - Except doors off master	2
M1	TAC - All doors in TAC Arae	2
M1 - A	Opens that Office only	2
Sub-M1	All other doors under this master	0
M2	SBSE Master	2
M2-A	Opens that Office only plus Sub-M2 Doors	2
M2-B	Opens that Office only plus Sub-M2 Doors	2
M2-C	Opens that Office only plus Sub-M2 Doors	2
M2-D	Opens that Office only plus Sub-M2 Doors	2
M2-E	Opens that Office only plus Sub-M2 Doors	2
M2-F	Opens that Office only plus Sub-M2 Doors	2
Sub - M2	All other doors under this master	0
M3	Appeals Master	2
Sub-M3	All other doors under this master	2
M4	MITS	2
M5	TEGE - Master	2
Sub-M5	All other doors under this master	2
M6	LMSB - Master	2
M6-A	Opens that Office only plus Sub-M6 Doors	2
M6-B	Opens that Office only plus Sub-M6 Doors	2
Sub-M6	All other doors under this master	0
Off Master 1 - CID	Unique Key not under any masters	2
Off Master 2 - CID	Unique Key not under any masters	2
Off Master 3 - CID	Unique Key not under any masters	2
Off Master 4 - CID	Unique Key not under any masters	2
Off Master 5 - TIGTA	Unique Key not under any masters	2

(b) (6)

(b) (5)

IRS: Grand Rapids, MI  
First Floor  
sound masking wiring plan

(b) (5)

(b) (6)

(b) (5)

IRS: Grand Rapids, MI  
Second Floor  
sound masking wiring plan

(b) (6)

(b) (5)

B

A

1

2

2<sup>nd</sup> FLOOR PLAN  
N



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL LEASE AGREEMENT NO. 4	DATE February 6, 2009
TO LEASE NO. GS-05B-17902		

**ADDRESS OF PREMISES** 3251 N. Evergreen Drive N.E., Unit 7, Grand Rapids, MI 49525

THIS AGREEMENT, made and entered into this date by and between Fusion Properties, LLC

whose address is: 6090 Fulton Avenue, S.E.  
Ada, Michigan, 49301

hereinafter called the **Lessor**, and the **UNITED STATES OF AMERICA**, hereinafter called the **Government**:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective January 9, 2009 as follows:

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective 2/6/2009, as follows:

Issued to change ownership, tax id numbers, duns number and GSA Form 3518, Representations and Certifications. The new Lessor assumes, approves, adopts, and agrees to be bound by all the terms of the Lease.

**Former Lessor: Fusion Properties, LLC.**

6090 Fulton Avenue, S.E.  
Ada, Michigan 49301

**Former Payee: Fusion Properties, LLC.**

6090 Fulton Avenue, S.E.  
Ada, Michigan 49301

**New Lessor: 3251 North Evergreen, LLC.**

212 Grandville Avenue SW, Suite 105  
Grand Rapids, MI 49503

**New Payee: 3251 North Evergreen, LLC.**

212 Grandville Avenue SW, Suite 105  
Grand Rapids, MI 49503

**Tax ID Number:** (b) (4)  
**DUNS Number:** (b) (4)

Page 1 of 8

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

**LESSOR, 3251 North Evergreen LLC**

BY (b) (6)  
(Signature)

*Harveen*  
(Title)

IN PRESENCE (b) (6)  
(Signature)

212 GRANDVILLE AVE SW SUITE 105  
(Address) GRAND RAPIDS MI 49503

**UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE**

BY (b) (6)  
(Signature)

CONTRACTING OFFICER  
(Official Title)

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT</b>		<b>SUPPLEMENTAL AGREEMENT NO. 5</b>	<b>DATE</b> 12/20/10
<b>ADDRESS OF PREMISES</b> 3251 N. Evergreen Drive N.E., Unit 7 Grand Rapids, Michigan 49525		<b>TO LEASE NO.</b> GS-05B-17902	

THIS AGREEMENT, made and entered into this date by and between

6090 Fulton Avenue, S.E.

whose address is Ada, Michigan 49301

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, on December 14, 2010, the Government agreed to change the base year real estate tax rate from \$29 to \$3.50 per rentable square feet effective January 1, 2011 and WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective December 16, 2010, as follows:

This Supplemental Agreement Number 5 is issued to establish the base year, to change the base rate and to issue a one-time lump-sum payment. The annual rental amount will be increased due to the base rate increase.

The following paragraphs have been deleted in their entirety and replaced with the following:

17. It is mutually agreed by the Lessor and the Government that the Government occupies 100% of the total occupiable square footage in the building. In accordance with Paragraph 3.3 of the SFO entitled Tax Adjustment, the base year amount is \$107,176.07. The first fully assessed year for this lease has been established as 1/8/2010. The base year rate will be changed from \$29 to \$3.50 per rentable square feet effective January 1, 2011. The Lessor will be issued a one-time credit for taxes in the amount of \$78,070.12 for the Winter 2009 and Summer 2010 taxes. Paragraph 3.4 Tax Adjustment of the Lease will govern all future payments.

3. The Government shall pay the Lessor rent as follows:

	Shell	Operating Cost*	RE Taxes*	Annual TI Payment	Annual Rent
YEAR 1	(b) (4)	(b) (4)	(b) (4)	(b) (4)	\$893,011.69
YEARS 2	(b) (4)	(b) (4)	(b) (4)	(b) (4)	\$893,011.69
YEARS 3-5*	(b) (4)	(b) (4)	(b) (4)	(b) (4)	\$991,443.46
YEARS 6-10*	(b) (4)	(b) (4)	(b) (4)	(b) (4)	\$738,082.48
					<b>737,134.55</b>

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR 3251 NORTH EVERGREEN, LLC.

BY (b) (6) \_\_\_\_\_

(Signature)

Malinda Pennington

(Title)

IN PRESENCE OF (b) (6) \_\_\_\_\_

(Signature)

212 Grandville Ave, Suite 105, Grand Rapids, MI

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY Malinda Pennington (b) (6) \_\_\_\_\_

(Signature)

Contracting Officer

(Official Title)



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE <b>SUPPLEMENTAL LEASE AGREEMENT</b>		SUPPLEMENTAL AGREEMENT <b>NO. 6</b>	DATE (FOR GOV'T USE ONLY) <b>3/13/2012</b>
		TO LEASE NO. <b>GS-05B-17902</b>	
ADDRESS OF PREMISES      3251 Evergreen Drive NE 3251 Evergreen Drive NE Grand Rapids, MI 49525-9581			
<p>THIS AGREEMENT, made and entered into this date by and between</p> <p>whose address is      GR GSA Office, LLC  C/o Titanium Real Estate Advisors  500 W. Monroe, Suite 3850  Chicago, IL 60661-3798</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:  WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective 12/21/2010, as follows:</p> <p>Issued to change lessor (and or) payee mailing address.</p> <p>New Lessor:      GR GSA Office, LLC  C/o Titanium Real Estate Advisors  500 W. Monroe, Suite 3850  Chicago, IL 60661-3798</p> <p>New Lessor:      GR GSA Office, LLC  700 Tower Drive, Suite 300  Troy, MI 48098</p> <p><b>Direct Telephone:</b> 312-335-8300/ <b>Fax:</b> 312-335-9656</p> <p><b>DUNS#</b> (b) (4)  <b>Tax i.d.</b> (b) (4)</p> <p>All other terms and conditions of the lease shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>			
LESSOR GR GSA Office, LLC BY (b) (6) _____ (Signature)		<b>Vice President</b> _____ (TITLE)	
IN PRESENCE OF (b) (6) _____ (Signature)		<b>500 West Monroe, Suite 3850</b> _____ (ADDRESS) <b>Chicago, IL 60661</b>	
UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION BY (b) (6) _____ Contracting Officer (Official Title)			

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 7

DATE (FOR GOV'T USE ONLY)  
AUG 7 2012

TO LEASE NO.  
GS-05B-17902

ADDRESS OF PREMISES  
3251 Evergreen Drive NE  
3251 Evergreen Drive NE, UNIT7  
Grand Rapids, MI 49525-9581

THIS AGREEMENT, made and entered into this date by and between

GR GSA Office, LLC  
whose address is C/o Titanium Real Estate Advisors  
500 W. Monroe Suite 3850 777 E Wisconsin Avenue, Suite 2350  
Chicago, IL 60661-3798 Milwaukee, WI 53202

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:  
WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective 12/30/2010, as follows:

Issued to change ownership, tax id number, duns number, and GSA Form 3518, Representations and Certificates. The new Lessor assumes, approves, adopts, and agrees to be bound by all the terms of the Lease Issued to change lessor (and or) payee mailing address

Old Lessor: 3251 North Evergreen, L.L.C.  
Doug Gulker  
3251 N. Evergreen Drive  
Grand Rapids, MI 49525-9581

Lessor: GR GSA Office, LLC  
C/O Titanium Real Estate Advisors  
500 W. Monroe Suite 3850  
Chicago, IL 60661-3798

Old Payee: 3251 North Evergreen, LLC  
3251 North Evergreen, LLC  
222 Grandville Avenue SW, Suite 105  
Grand Rapids, MI 49503-0000

New Payee: GR GSA Office, LLC  
700 Tower Drive, Suite 300  
Troy, MI 48098-2835

Direct Telephone: 312-335-8300 / Fax: 312-335-9656

Payee's  
Lessors's

DUNS#:  
Tax i.d. #

Lessors  
Management's

DUNS#:  
Tax i.d.#

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR GR GSA Office, LLC

BY

IN PRESE

(Signature)

Vice President

(Title)

500 West Monroe, Suite 3850  
Chicago, IL 60661

(Address)

UNITED STATES OF AMERICA - GENERAL SERVICES ADMINISTRATION

Contracting Officer  
(Official Title)

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

2/26/2008

LEASE NO.

GS-05B-17902

THIS LEASE, made and entered into this date by and between

**FUSION PROPERTIES LLC**

whose address is **6090 FULTON AVE. S.E.  
ADA, MI 49301**

and whose interest in the property hereinafter described is that of owner, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

Office space consisting of 32,222 usable square feet (34,958 rentable), plus 150 on site parking spaces of which 12 shall be designated as reserved for Government use, in a building to be constructed at 3251 N. Evergreen Drive N.E., Unit 7, Grand Rapids, Michigan 49525, as shown on the attached site plan, "Exhibit A," to be used for such purposes as determined by the General Services Administration. All parking costs are to be included in the rent to be paid to the Lessor.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a ten (10) year term beginning the date the leasehold improvements constructed by the Lessor are substantially completed and accepted by the Government, subject to termination and renewal rights, if any, as may be hereinafter set forth. The date of substantial completion is estimated to be November 1, 2008.
3. The Government shall pay the Lessor annual rent of

Years 1-5: \$1,016,229.06, at the rate of \$84,685.76 per month in arrears based on a rate of \$31.52 per BOMA Usable Square Foot (\$29.07 per rentable square foot).

Years 6-10: \$729,223.88, at the rate of \$60,768.66 per month in arrears based on a rate of \$22.61 per BOMA Usable Square Foot (\$20.86 per rentable square foot).

The operating expense portion of rent is subject to annual escalations as outlined in Paragraph 13 below. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

**FUSION PROPERTIES LLC  
6090 FULTON AVE. S.E.  
ADA, MI 49301**

4. The Government may terminate this lease at any time on or after the **FIFTH YEAR** of the lease by giving at least **120** days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

- ~~5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

~~provided notice be given in writing to the Lessor at least \_\_\_\_\_ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

All cleaning services, utilities, maintenance, space improvements, and special requirements as specified in the attached Solicitation For Offers (SFO) GS-05B-17902 and other documents attached to this lease as described in paragraph 7 below.

7. The following are attached and made a part hereof:

- (A) U.S. Government Lease Continuation Sheet, consisting of 2 pages;
- (B) Exhibit A (Base Plans), consisting of 3 pages;
- (C) Exhibit B, Davis Bacon Wages, dated February 9, 2007, consisting of 3 pages;
- (D) Attachment #1, Document Security Form, consisting of 3 pages
- (E) SFO GS-05B-17902, consisting of 43 pages;
- (F) Amendment #1 to SFO GS-05B-17902, dated August 1, 2007 consisting of 2 pages;
- (G) GSA Form 1364A (Rev 12/04) consisting of 2 pages;
- (H) GSA 1364 Attachment Rent Breakdown Worksheet, consisting of 1 page;
- (I) GSA Form 1217 Lessor's Annual Cost Statement, consisting of 2 pages;
- (J) GSA Form 3517B (Rev 11/05) consisting of 33 pages;
- (K) GSA Form 3518 (Rev 1/07), consisting of 7 pages;
- (L) GSA Form 3516A (Rev 12/03) consisting of 6 pages

8. The following changes were made in this lease prior to its execution:  
Paragraph 5 has been deleted in its entirety.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: **FUSION PROPERTIES LLC**

BY (b) (6) \_\_\_\_\_  
(Signature) (Signature)

IN PRESENCE OF: (b) (6) \_\_\_\_\_  
(Signature) (Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY (b) (6) \_\_\_\_\_  
Malinda E. Pennington Contracting Officer  
(Signature) (Official title)



**U.S. GOVERNMENT LEASE FOR REAL PROPERTY  
CONTINUATION SHEET  
LEASE #GS-05B-17902**

9. The date of this lease is the date this contract was formed as a result of the Government's acceptance of the Lessor's Best and Final Offer dated December 13, 2007, submitted by the Lessor under SFO No. GS-05B-17902. This lease reflects the terms and conditions of the accepted Best and Final Offer.

10. The actual lease effective date shall be established by Supplemental Lease Agreement after substantial completion and acceptance by the Government. The lease will then be in effect for ten years, five years firm. The anniversary date for annual escalations and operating cost adjustments shall be adjusted to coincide with any revised, actual commencement date.

11. Lessor shall not construct alter, remove, or add to the lease area without prior notification and approval from the General Services Administration (the contracting officer).

12. The Lessor will alter the space ready for occupancy no later than November 1, 2008.

13. The total net usable square foot area referred to in Paragraph 1 is subject to adjustment but may not be less than the minimum of 32,222 net usable square footage offered. The Lessor may deliver up to the maximum usable square footage allowable identified in Paragraph 1 of the SFO. Should there be any adjustments in the usable square footage delivered that has been determined through mutual field measurement, the per annum rental referred to above shall be adjusted on the basis of \$31.52 per usable square foot per annum for Years 1-5 of the lease, and \$22.61 per usable square foot per annum for years 6-10 of the lease. The lease shall be amended by Supplemental Lease Agreement after the actual field measurement to establish the square footage and rental in compliance with the terms of the lease. In the event the actual amount of space exceeds 32,279 usable square feet, there will be no additional cost to the Government.

14. If the property housing the leased premises is sold or transferred the following information is required before the Government can acknowledge the successor in interest and change the payee for rent or other payments.

(I) Evidence of the transfer of title.

(II) A letter from successor - lessor (transferee) assuming, approving, and adopting the lease and agreeing to be bound by its terms.

(III) A letter from prior lessor (transferor) waiving all rights against the United States of America, except unpaid rent through a specified date, usually the date of ownership transfer.

(IV) The IRS tax identification number for the new owner.

Where leased premises are transferred by death of lessor, a copy of the letters of administration where there is no will, showing the lessor(s), is required. Unless an interim court order is received, rents will be accrued and paid to the new owner(s) upon final settlement of the estate.

**(b) (6)**

LESSOR

GOVERNMENT

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY  
CONTINUATION SHEET  
LEASE #GS-05B-17919**

15. The lessor's tax identification number shall be provided before commencement of the lease rental

16. For the purpose of computing operating cost adjustments in accordance with SFO GS-05B-17902 paragraph 3.5, the first year's base cost is hereby established as (b) (4) per usable square foot, (b) (4) rentable square foot.

17. For the purpose of computing real estate tax adjustments in accordance with SFO GS-05B-17902, Paragraph 3.3, it is agreed that the Government occupies 100% of the building of which the Government will pay its share of taxes when they exceed the base year.

18. If overtime HVAC is required, the hourly rate will be (b) (4)

19. The Lease Common Area Factor is 1.084 (34,958 rentable square feet divided by 32,222 usable square feet).

20. The Lessor agrees to provide a Tenant Improvement Allowance up to (b) (4) or net usable (b) (4) toward the cost of tenant improvements. In the event that the tenant improvement cost is less than the amount provided above, Lessor agrees to refund such difference in a form of reduction of base rent using a (b) (4) will be a credit of base rent equally amortized throughout the firm term (Years 1-5) of the lease.

21. The Contracting Officer represents the General Services Administration as an agent with the authority to enter into this Lease on behalf of the Government and executes this document in his or her official capacity only, and not as an individual.

(b) (6)

23. The Lessor shall control the dissemination of Sensitive But Unclassified information contained in the Solicitation for Offers, design standards, space programming documents, construction drawings and any other sources of information relating to the Government occupancy, as established in Lease Attachment #1, "Document Security Form". The Lessor shall issue the Document Security Form, acquire required documentation and verify information prior to disseminating any Sensitive But Classified information. In addition, the Lessor shall maintain a file of Document Security Forms issued and received in conjunction with this project.

(b) (6)

LESSOR

GOVERNMENT



<b>PROPOSAL TO LEASE SPACE</b> (For use with TI SFO and/or National Broker Contract)	IN RESPONSE TO SOLICITATION NUMBER → <b>GS-05B-17902</b>	DATED <b>12/13/2007</b>
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### SECTION I - DESCRIPTION OF PREMISES

1a. BUILDING NAME <b>3251 North Evergreen</b>		2a. FLOORS OFFERED <b>2</b>	3. TOTAL RENTABLE SPACE		
1b. BUILDING ADDRESS <b>3251 North Evergreen Drive, N.E.</b>		2b. TOTAL NUMBER OF FLOORS IN BUILDING <b>2</b>	a. GENERAL PURPOSE (Office)  <b>34,958 sq. ft.</b>	b. WAREHOUSE  <b>0 sq. ft.</b>	c. OTHER  <b>0 sq. ft.</b>
1c. CITY <b>Grand Rapids</b>	1d. STATE <b>Michigan</b>	4. LIVE FLOOR LOAD  <b>80 lbs. / sq. ft.</b>	5. MEASUREMENT METHOD  ANSI/BOMA (X) OTHER ( )	6. YEAR OF LAST MAJOR RENOVATION (if applicable)  <b>N/A</b>	7. BUILDING AGE  <b>New</b>
1e. 9-DIGIT ZIP CODE <b>49525</b>		1f. CONGRESSIONAL DISTRICT <b>Kent County - 3</b>			

### SECTION II - SPACE OFFERED AND RATES

		ANSI/BOMA OFFICE AREA SQUARE FEET (1)	RENTABLE SQUARE FEET (2)	COMMON AREA FACTOR (3)	INITIAL TERM		9. SPACE BUILDOUT & AMORTIZATION	
					SQ. FT. RATE PER YEAR (RENTABLE) (4)	TOTAL ANNUAL AMOUNT (2) x (4) (5)		DOLLAR AMOUNT
8	a. ANNUAL RENTAL Full Service Lease	32,222	34,958	.08491	\$29.07	\$1,016,229.06	a. TOTAL BUILDOUT	(b) (4)
	b. OPERATING COSTS (SERVICE COSTS)	(Refer to Line 27 on GSA Form 1217)				(b) (4)	b. SHELL BUILDOUT (Per requirements in SFO)	
	c. CURRENT REAL ESTATE TAX	Include in Shell Rent and Provide Current Year Statement (Refer to Line 28 on GSA Form 1217)					c. TENANT IMPROVEMENTS (Per requirements in SFO)	
	d. AMORT. OF TENANT IMPROVEMENTS	(Complete items 9a thru 10)					d. AMORT. RATE	
		e. SHELL RENTAL	9a(5) minus sum of 8b(5) and 8d(5)				e. AMORT. TERM	
<i>Note: When multiplying column 4 by column 2, it may not equal column 5, due to rounding. The Offeror is encouraged to minimize the rounding error.</i>								
11	Tenant improvements shall be all alterations for the Government-demised area above the building shell build out. The Tenant Improvement Allowance as stated under Block 9c is not included in the shell rent. It is expected that the tenant build out will be fully amortized at the end of the firm term and the rent reduced accordingly. Any desired rent increases or decreases should be reflected in the shell rate and fully explained as part of this written proposal. If tenant improvements are to be amortized beyond the firm term, said calculations will be itemized as part of this written proposal.						f. AMORT. OF TENANT IMPROVEMENTS (Use 9c as base)	(b) (4)
12	COMMISSIONS							
	a. Tenant Representative Commission	b. Owner's Representative Commission			c. Schedule of Commission payments			
	(b) (4)				% at lease award and/or % at lease occupancy			
13	a. Number of parking spaces for the entire building/facility which are under the control of the Offeror 200		b. Number of parking spaces for Official Government Vehicles (per SFO)		c. Number of parking spaces for Employee/Visitor Use			
			10		150			
			Annual cost per space: \$ 0.00		Annual cost per space:		\$ 0.00	
					Number required by local code		4 or 5: 1000	

### SECTION III - LEASE TERMS AND CONDITIONS

14. INITIAL LEASE TERM (Full Term)			15. RENEWAL OPTIONS			
a. NUMBER OF YEARS	b. YEARS FIRM	c. NUMBER OF DAYS NOTICE REQUIRED FOR GOVERNMENT TO TERMINATE LEASE	a. SHELL RATE / RSF / YR	b. YEARS EACH	c. NUMBER OF OPTIONS	d. NUMBER OF DAYS NOTICE REQUIRED TO EXERCISE RENEWAL OPTION
10	5	120	\$	-----	-----	-----

(b) (6)

16. OFFER GOOD UNTIL AWARD (In accordance with Federal Acquisition Regulations 15.208)	17. Space will be altered and delivered in accordance with the Government's specifications and requirements in accordance with the Solicitation for Offers and any additional attachments
---	---

18. LIST OF ATTACHMENTS SUBMITTED WITH THIS OFFER (See Solicitation requirements)
See cover letter

19. ADDITIONAL REMARKS OR CONDITIONS WITH RESPECT TO THIS OFFER
Per section 3.3 of SFO No. GS-05B-17902 the Real Estate Taxes shown on line D of form GSA 1364 Attachment, Rent Breakdown Worksheet, reflects the current tax liability of the parcel only. This entry was completed in this manner at the instruction of Jason Lientz, Broker Contractor for the GSA.

#### SECTION IV - OWNER IDENTIFICATION AND CERTIFICATION

20. RECORDED OWNER (Name and address including Zip code)
NAME: Evergreen North, LLC      C/O Fusion Properties LLC
STREET: 6090 Fulton Ave. S.E.
CITY, ST, ZIP: Ada, MI 49301

21. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY THE HEREIN SPECIFIED DATE, TO LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED SOLICITATION FOR OFFERS, WITH ATTACHMENTS
---

22. OFFEROR'S INTEREST IN PROPERTY	OWNER	AGENT	OTHER (Specify)
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

23. OFFEROR		
a. NAME: Doug Gulker - Fusion Properties TITLE: President STREET: 6090 Fulton Ave. S.E. CITY, ST, ZIP: Ada, MI 49301	b. C/O Walter Bulkowski - Walter.Bulkowski@com.com CB Richard Ellis 99 Monroe Ave N.W., Suite 902 Grand Rapids, MI 49503	c. E-MAIL ADDRESS: Gulker@fusionproperties.com TELEPHONE NUMBER (including area code): (616) 644-3000 extension
d. SIGNATURE: (b) (6)	e. DATE SIGNED: 12-13-07	

(b) (6)

**GSA 1364 Attachment  
RENT BREAKDOWN WORKSHEET  
SFO Number GS-05B-17902**

The following information should be expressed in terms of an annual rate per square foot for each component of the overall rental rate offered. The offered prices should be based upon meeting all the Lessor's obligations as identified in the Solicitation for Offers:

	<u>FIRM TERM</u>		<u>FULL TERM</u>	
	<u>Years 1-5</u>	<u>Years 1-5</u>	<u>Years 6-10</u>	<u>Years 6-10</u>
	<u>(\$/Usable sq. ft.)</u>	<u>(\$/Rentable sq. ft.)</u>	<u>(\$/Usable sq. ft.)</u>	<u>(\$/Rentable sq. ft.)</u>
A. Warm-lit Shell / Base Rent (Land, Building, Financing, Insurance Costs):	<b>(b) (4)</b>			
B. Tenant Improvement Allowance (Amortized over firm term):				
C. Operating Costs* (Line 27, GSA Form 1217): *(Adjusted annually by CPI)				
D. Real Estate Tax Expense (Fully Assessed):				
E. Other Costs:				
TOTAL GROSS RENTAL OFFERED PER YEAR	\$31.52 per USF	\$29.07 per RSF	\$22.61 per USF	\$20.86 per RSF

**OTHER REQUIRED INFORMATION**

Annual interest rate to amortize cost of Tenant Improvement	<b>(b) (4)</b>
Amortization period of Tenant Improvement (Months, Years)	
Lumpsum amount of Tenant Improvement (Govt. Dollar Amount)	
Common Area Factor (Rentable square feet / Usable square feet)	0.08491
Hourly Rate for Overtime HVAC	<b>(b) (4)</b>
Percent building occupied by Govt. (real estate tax adjustments)	100 %
Adjustment Rate for Vacant Premises	<b>(b) (4)</b>
Real Estate Commission (For Govt's Broker if applicable)	

**(b) (6)**



## LESSOR'S ANNUAL COST STATEMENT

1. SOLICITATION FOR OFFERS <b>GS-05B-17902</b>		2. STATEMENT DATE 12/13/2007	
3. RENTABLE AREA (SQ. FT.) 34,958	3A. ENTIRE BUILDING Gross=36,722 Sq Ft	3B. LEASED BY GOV'T 100%	
4. BUILDING NAME 3251 North Evergreen	BUILDING STREET 3251 North Evergreen Drive, N.E.		
CITY Grand Rapids	STATE Michigan	ZIP CODE 49525	
<b>SECTION I - ESTIMATED ANNUAL COST OF SERVICES &amp; UTILITIES FURNISHED BY LESSOR AS PART OF RENTAL CONSIDERATION</b>			
SERVICES AND UTILITIES	LESSOR'S ANNUAL COST FOR:		
	ENTIRE BUILDING (a)	GOV'T-LEASED AREA (b)	GOV'T USE ONLY (c)
<b>A. CLEANING, JANITOR AND/OR CHAR SERVICE</b>	<b>(b) (4)</b>		
5. SALARIES			
6. SUPPLIES (wax, cleansers, cloths, etc.)			
7. CONTRACT SERVICES (Window washing, waste and snow removal) also includes janitorial per SFO			
<b>B. HEATING</b>			
8. SALARIES			
9. FUEL ("x" one) OIL <input checked="" type="checkbox"/> GAS <input type="checkbox"/> COAL <input type="checkbox"/> ELECTRIC <input type="checkbox"/>			
10. SYSTEM MAINTENANCE AND REPAIR			
<b>C. ELECTRICAL</b>			
11. CURRENT FOR LIGHT AND POWER (Including elevators) includes Utilities per SFO			
12. REPLACEMENT OF BULBS, TUBES, STARTERS	<b>(b) (4)</b>		
13. POWER FOR SPECIAL EQUIPMENT			
14. SYSTEM MAINTENANCE AND REPAIR (Ballasts, fixtures, etc.)			
<b>D. PLUMBING</b>			
15. WATER (For all purposes) (Include sewage charges)			
16. SUPPLIES (Soap, towels, tissues not in 6 above)			
17. SYSTEM MAINTENANCE AND REPAIR			
<b>E. AIR CONDITIONING</b>			
18. UTILITIES (Include electricity, if not in C11)			
19. SYSTEM MAINTENANCE AND REPAIR			

**(b) (6)**

F. ELEVATORS	(b) (4)	
20. SALARIES (Operators, starters, etc.)		
21. SYSTEM MAINTENANCE AND REPAIR		
G. MISCELLANEOUS		
22. BUILDING ENGINEER AND/OR MANAGER		
23. SECURITY (Watchmen, guards, not janitors)		
24. SOCIAL SECURITY TAX AND WORKMEN'S COMPENSATION INSURANCE		
25. LAWN AND LANDSCAPING MAINTENANCE		
26. OTHER (Explain on separate sheet)		
27. TOTAL		

SECTION II - ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES		
28. REAL ESTATE TAXES	(b) (4)	
29. INSURANCE (Hazard, liability, etc.)		
30. BUILDING MAINTENANCE AND RESERVES FOR REPLACEMENT		
31. LEASE COMMISSION		
32. MANAGEMENT		
33. TOTAL		

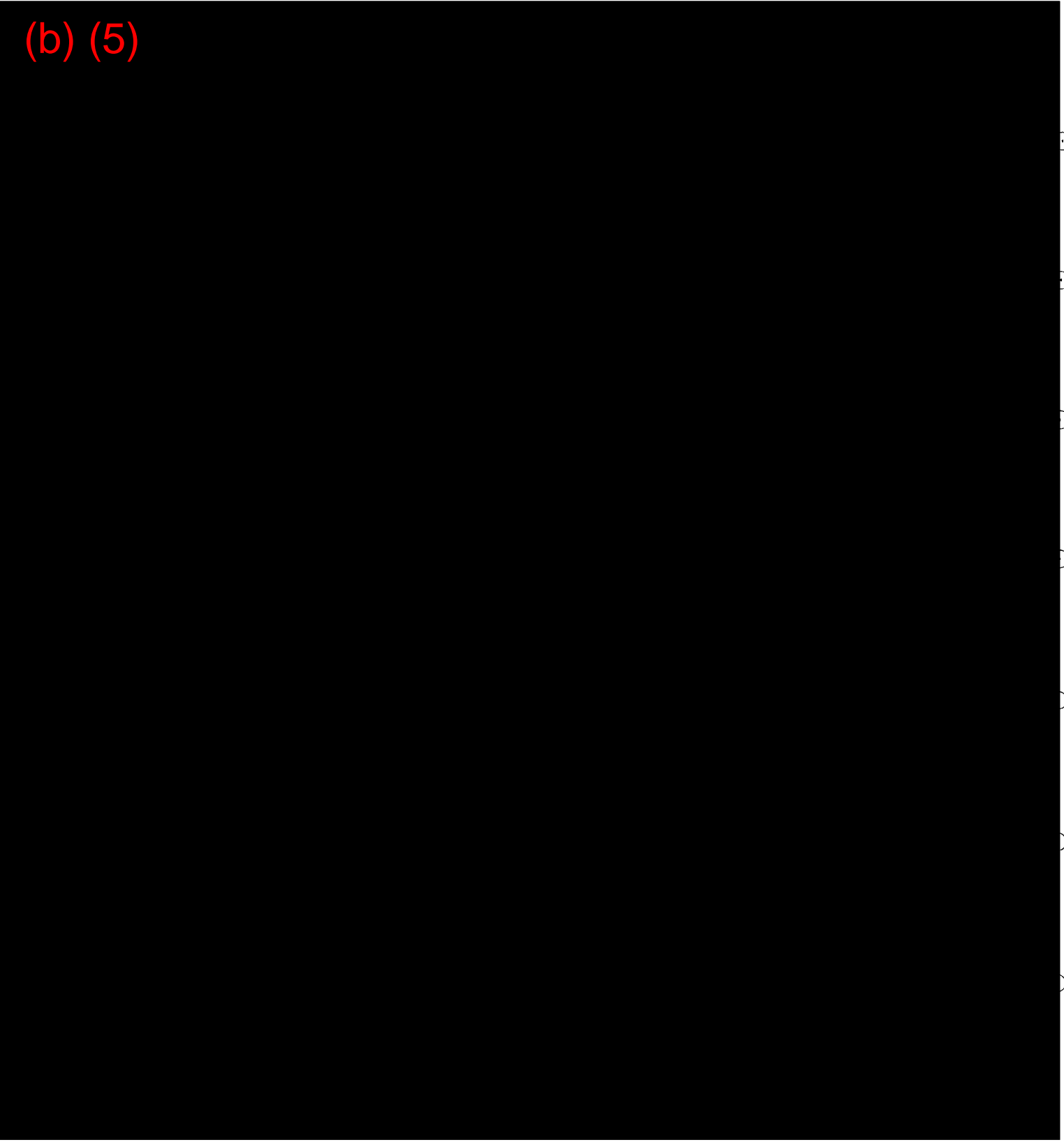
LESSOR'S CERTIFICATION - The amounts entered in Columns (a) and (b) represent my best estimate as to the annual costs of services, utilities and ownership.

TITLE	NAME	SIGNATURE	DATE
34A. (Check one) <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Legal Agent	34B. Doug Gulker -- Fusion Properties	34C. (b) (6)	34D. 12/13/07
35A. (Check one) <input type="checkbox"/> Owner <input type="checkbox"/> Legal Agent	35B.	35C.	35D.

(b) (6)

## EXHIBIT A BASE PLANS

(b) (5)



(b) (6)

(b) (5)



(b) (6)

(b) (5)



WAIS Docume

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**EXHIBIT B DAVIS BACON WAGES**

GENERAL DECISION: MI20070006 02/09/2007 MI6

Date: February 9, 2007

General Decision Number: MI20070006 02/09/2007

Superseded General Decision Number: MI20030006

State: Michigan

Construction Type: Building

County: Kent County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/09/2007

SUMI1987-001 04/01/1987

	Rates	Fringes
Bricklayer.....	\$ 12.17	1.26
Carpenter.....	\$ 10.89	
Cement Mason.....	\$ 9.80	
Drywall		
Finisher/taper.....	\$ 11.32	
Hanger.....	\$ 11.21	
Electrician.....	\$ 11.60	1.81
Form Setter.....	\$ 9.31	
Glazier.....	\$ 11.58	1.62
Ironworker.....	\$ 11.42	
Laborer.....	\$ 7.17	
Laborer: Asphalt Raker.....	\$ 10.71	
Lather.....	\$ 11.43	
Mason Tender.....	\$ 8.70	
Painters:		
Brush.....	\$ 8.59	1.03
Spray.....	\$ 12.55	4.45
Pipelayer.....	\$ 9.00	
Plasterer.....	\$ 11.49	
Plumber/Pipefitter HVAC.....	\$ 16.92	3.80

**(b) (6)**

## WAIS Document Retrieval

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Power equipment operators:		
Backhoe.....	\$ 11.81	1.30
Bulldozer.....	\$ 11.31	1.30
Crane.....	\$ 10.22	
Front end loader.....	\$ 9.71	
Grader/scrapper.....	\$ 11.20	1.57
Paver.....	\$ 12.50	
Roller.....	\$ 10.89	
Roofer.....	\$ 8.33	
Sheet metal worker.....	\$ 9.41	
Soft Floor Layer.....	\$ 10.00	1.60
Sprinkler Fitter.....	\$ 18.22	3.75
Tile Setter.....	\$ 11.55	1.49
Truck drivers:		
Single axle.....	\$ 8.09	
Tandem axle.....	\$ 9.94	1.30

-----

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

-----

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

(b) (6)

## WAIS Document Retrieval

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Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

(b) (6)

**DOCUMENT SECURITY  
NOTICE TO PROSPECTIVE BIDDERS/OFFERORS**

**This solicitation includes Sensitive But Unclassified (SBU) building information. SBU documents provided under this solicitation are intended for use by authorized users only. In support of this requirement, GSA requires bidders/offerors to exercise reasonable care when handling documents relating to SBU building information per the solicitation.**

**REASONABLE CARE:**

**1. Limiting dissemination to authorized users.** Dissemination of information shall only be made upon determination that the recipient is *authorized* to receive it. The criterion to determine authorization is *need-to-know*. Those with a *need-to-know* are those who are specifically granted access for the conduct of business on behalf of or with GSA. This includes all persons or firms necessary to do work at the request of the Government, such as architects and engineers, consultants, contractors, sub-contractors, suppliers, and others that the contractor deems necessary in order to submit an offer/bid or to complete the work or contract, as well as maintenance and repair contractors and equipment service contractors.

**NOTE: It is the responsibility of the person or firm disseminating the information to assure that the recipient is an authorized user and to keep records of recipients.**

Authorized users shall provide identification as set forth below:

Valid identification for non-Government users. Authorized non-Government users shall provide valid identification to receive SBU building information. The identification shall be presented and verified for each dissemination. Valid identification shall be all items (a) through (c), below, and including item (d), as necessary:

(a) **A copy of a valid business license or other documentation granted by the state or local jurisdiction to conduct business.** The license at a minimum shall provide the name, address, phone number of the company, state of incorporation, and the name of the individual legally authorized to act for the company. The business must be of the type required to do the work. A general contractor's license may be substituted for the business license in states that issue such licenses. In the rare cases where a business license is not available from the jurisdiction, the information shall be provided and testified to by the submitter; **and**

(b) **Verification of a valid DUNS Number** against the company name listed on the business license or certification. Verification may be obtained through

<http://www.fpdcc.gov>, or by calling Dun & Bradstreet at 703-807-5078 to set up an account; **and**

**(b) (6)**

(c) **A Valid IRS Tax ID Number** of the company requesting the information; **and, as necessary,**

(d) **A Valid picture state driver's license** shall be required of person(s) picking up SBU documents. Phone verification must be made to a previously validated authorized user that the individual(s) picking up the documentation is authorized to do so by the company obtaining the documents. SBU documents will not be released to any individual or firm who has not, either previously or at the time of pickup, supplied the required documentation as outlined in paragraphs (a) through (c), above.

**2. Retaining and destroying documents.** The efforts required above shall continue throughout the entire term of the contract and for whatever specific time thereafter as may be necessary. Necessary record copies for legal purposes (such as those retained by the architect, engineer, or contractor) must be safeguarded against unauthorized use for the term of retention. Documents no longer needed shall be destroyed (such as after contract award, after completion of any appeals process or completion of the work). Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CD's, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.

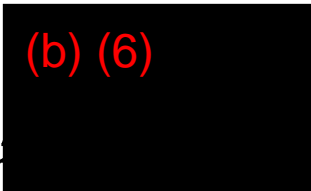
**3. Term of Effectiveness.** The efforts required above shall continue throughout the entire term of contract and for what specific time thereafter as may be necessary, as determined by the Government. Necessary record copies for legal purposes (such as those retained by the architect, engineer, or contractor) must be safeguarded against unauthorized use for the term of retention.

**4. Written agreement of disposal.** For all contracts using SBU building information, the contractor shall provide a written statement that he and his subcontractors have properly disposed of the SBU building documents, with the exception of the contractor's record copy, at the time of Release of Claims to obtain final payment. Documents no longer needed shall be destroyed (such as after contract award, after completion of any appeals process or completion of the work). Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CDs, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.

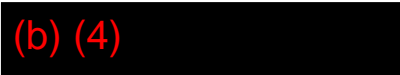
(b) (6)

The recipient acknowledges the requirement to use **reasonable care**, as outlined above, to safeguard the documents and, if not awarded, the contract (and at the completion of any protest/appeal process) will make every reasonable and prudent effort to destroy or render useless all SBU information received during the solicitation.


**I agree that I will abide by this agreement and will only disseminate Sensitive But Unclassified (SBU) building information to other authorized users under the conditions set forth above.**


Signature:  Fusion Properties  
Title: Dan Vos Const. Co.  
Date: 2-13-08

Copy of business license attached

DUNS Number: 

Verified: Yes No

IRS Tax ID Number 



# **SOLICITATION FOR OFFERS**

**THE GENERAL SERVICES ADMINISTRATION  
FOR  
INTERNAL REVENUE SERVICE  
IN  
GRAND RAPIDS, MICHIGAN**

**NAME:** Malinda E. Pennington  
**TITLE:** Contracting Officer  
**BROKER:** Studley  
15303 Dallas Parkway  
Suite 1200  
Addison, TX 75001

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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## **1.0 SUMMARY**

### **1.1 AMOUNT AND TYPE OF SPACE (SEP 2000)**

- A. The General Services Administration ("GSA", "Government") is interested in leasing approximately 30,068 rentable square feet (RSF) of space ("space" or "premises"). The rentable space shall yield a minimum of 27,453 ANSI/BOMA Office Area (previously termed Usable) square feet for use by the tenant for personnel, furnishings, and equipment (Refer to the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this Solicitation for Offers (SFO)).
- B. The Offer shall 1) be for space located in a quality building of sound and substantial construction as described in this SFO, 2) have a potential for efficient layout, 3) be within the square footage range to be considered, and 4) be in compliance with all of the Government's minimum requirements set forth herein.
- C. To demonstrate potential for efficient layout, the Offeror may be requested to provide a test fit layout at the Offeror's expense when the space offered contains certain features such as:
  1. Narrow column spacing;
  2. Atriums, light wells, or other areas interrupting contiguous spaces;
  3. Extremely long, narrow runs of space;
  4. Irregular space configurations; or
  5. Other unusual building features.
  6. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The Offeror will have the option of increasing the ANSI/BOMA Office Area square footage offered, provided that it does not exceed the maximum ANSI/BOMA Office Area square footage in this SFO. If the Offeror is already providing the maximum ANSI/BOMA Office Area square footage and cannot house the Government's space requirements, then the Government will advise the Offeror that the offer is unacceptable.
- D. Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA Office Area square feet.

### **1.2 AREA OF CONSIDERATION**

Offered properties must be located within the following boundaries:

Grand Rapids, Michigan Central Business District, plus the following areas:

1. From Hwy 131 and Leonard Street East to Hwy 44/Beltline Road, North on Hwy 44/Beltline to 4 Mile Road (including 3 blocks to the East and West sides of Hwy 44/Beltline), East on Leonard St. to Crahan Ave., South on Crahan Ave./Forest Hill Ave. to Burton St., West on Burton Street to Hwy 131, North on Hwy 131 (including CBD) to Leonard St.
2. The area bounded on the North by Franklin Street, Century Avenue, and Burton Street; on the South by 56<sup>th</sup> Street to Gezon Parkway to 54<sup>th</sup> Street; on the East by Division to 44<sup>th</sup> Street to Buchanan Avenue; and on the West by Burlingame Avenue.

### **1.3 LOCATION: INSIDE OR OUTSIDE CITY CENTER (SEP 2000)**

#### **A. CITY CENTER NEIGHBORHOOD:**

1. Space shall be located in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well maintained.
2. Parking: Ten (10) dedicated/reserved parking spaces are required on-site and additional parking as required by local code.
3. Location Amenities: A variety of inexpensive and moderately priced fast food and/or eat-in restaurants shall be located within one (1) mile(s). Other employee services, such as retail shops, cleaners, banks, etc., shall be located within one (1) mile(s).

#### **B. OUTSIDE CITY CENTER NEIGHBORHOOD:**

1. Space shall be located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere or 2) on an attractively landscaped site containing one or more modern office buildings that are professional and prestigious in appearance with the surrounding development well-maintained and in consonance with a professional image.
2. Ten (10) dedicated/reserved parking spaces are required on-site and additional parking as required by local code.
3. Adequate eating facilities shall be located within three (3) miles. Other employee services, such as retail shops, cleaners, banks, etc., shall be located within three (3) miles.

### **1.4 OTHER/UNIQUE REQUIREMENTS**

#### **A. SITE SELECTION/SITE FUNCTION RELATED:**

1. Shopping/retail "strip" locations will not be considered.

(b) (6)

2. All zoning and land-use related entitlement approvals (e.g., plan commission, zoning board of appeals, city council/board, etc.) should be secured by the due date of the proposal with the only step, if any remaining, to be the issuance of building permits. If zoning and/or land-use entitlements are not secured by the due date of the proposal, this must be stated in the proposal along with an estimated schedule, from the municipality, to obtain the necessary approvals.
2. New construction or build-to-suit facilities shall maintain a 20 foot setback from the face of the building's exterior to the protected/defended perimeter (i.e., any potential point of explosion). The setback is defined as the distance from the building to the face of the curb or the face of other boundary protected by bollards, planters, landscape features or street furniture. Such potential points of explosion may be, but are not limited to, such areas that could be accessible by any motorized vehicle, such as street, alley, sidewalk, driveway, parking lot, etc. The above setback requirement is not intended to supersede more restrictive local zoning regulations and may need to be adjusted based on actual site conditions. If the above 20 foot setback from the face of the curb falls in an area outside the property boundary or inside the building setback required by local zoning, the more restrictive setback condition shall apply. If the above 20 foot setback from the face of the curb results in the setback being greater than that required by local zoning, the more restrictive condition, shall apply.
3. On-site refuse collection, if a part of the building, shall not impede Government employees or visitors during collection times. If not located within the building, refuse collection locations shall provide an enclosure, in an architecturally compatible manner with the main building, to prevent refuse from becoming loose on the site.
4. All water and sewer service shall be provided through a local municipal/public system. Wells, septic tanks, drain fields and other similar private/on-site water and sewer service is not acceptable. Water and sewer service to the premises must be completed not later than sixty (60) days prior to the scheduled occupancy date. Acceptance of the premises shall not occur without properly operating water and sewer services systems.

**B. BUILDING DESIGN/PERFORMANCE RELATED:**

1. If new construction/build-to-suit is proposed, there is a strong preference for a hipped/gabled roof design on a roof performance basis. Proposed roofs must be warranted for at least 20 years. Evidence of such warranty shall be provided prior to acceptance of the premises. The roof design and related performance must be approved by the Contracting Officer. The building roof shall be secured in such a manner that prevents unauthorized access from the interior or exterior at all times.
2. An Architectural Barriers Act Accessibility Standards / Americans with Disabilities Act (ABAAS/ADA) compliant vestibule is required for any entrance that leads into the tenant space directly from the outside. All exterior doors and vestibule doors shall have automatic door closers. Vestibules shall not be included in the calculation to determine the ANSI/BOMA Office Area. All vestibule construction costs shall be considered part of the Building Shell and not included in the TI Allowance.
3. For a single tenant building, a building lobby with restrooms is preferred and with the restrooms located outside of the premises.
4. Minimizing sound transmission, both impact and airborne, across and through partitions and any HVAC or other ducting/conduits is of prime importance. Indicate if a sound masking (e.g., white noise) system is proposed.
5. All building utility closets including but not limited to electrical, janitorial, HVAC, other equipment closets will be located in an area outside the premises. The Lessor must be able to access these locations without entering the premises or methods proposed to mitigate impact and airborne sound.
6. The Offeror shall specify the proposed number and locations of HVAC Zones /VAV boxes, etc. for the Government's ANSI/BOMA office area- based on an open office layout.
7. The Government may require a Government-furnished "dish-type" antenna on the roof of the building. The Lessor shall provide and install a dedicated, concealed, 2-inch conduit (with weather head) from the tenant space to the antenna location to allow connection of cabling to the antenna. The Lessor shall be responsible for installing the Government furnished antenna at a roof location that is acceptable to the Government. The cost associated with the dish antenna installation shall be considered part of the Tenant Improvement Allowance.

**C. FUNCTION/PROGRAM RELATED:**

1. The space is desired to be contiguous and located on one floor as the office area premises will accommodate a Taxpayer Assistance center (TAC). If the premises are proposed in a flat/low slope roof building, there is strong preference not to be located on the floor directly below a flat/low-sloped roof subject to approval by the Contracting Officer.
2. Column spacing shall be a minimum of 25 feet on center. All finished column corners shall be protected with 60 inch high corner guards provided as part of the Tenant Improvement (TI) Allowance.
3. The space must provide a minimum nine (9) foot ceiling height as measured from the finished floor to the bottom of the finished ceiling panels.
4. The type, capacity, speed/cycle time of any proposed elevators shall be provided. Elevators, if employed, shall provide sufficient capacity and cycle times to handle Government employees and visitors during peak periods estimated to be from/during 8:00 AM to 4:30 PM. A separation of passenger and freight elevators is highly desirable. See Section 6.18 *Elevators*.
5. Under floor/Floor-up provision of electrical power is required. Power poles as a method to bring electrical power or voice/data telecommunications to work stations are not acceptable. However, in unique and/or extenuating circumstances with respect to the offered premises, power poles may be employed on a limited basis subject to prior approval by the Contracting Officer and must be identified in the proposal and subsequent power/electrical plans.

(b) (6)

6. Government premises must maintain a steady, clean electrical power supply during outages. A secondary or back-up electrical power supply, at minimum, servicing the premises shall be provided as part of the TI. If available, the Government prefers to utilize an existing electrical back-up power supply (e.g., back-up generator(s)) that may be servicing the entire building. An Offeror proposing Government use of an existing back-up electrical power supply shall include a statement indicating such in the offer in addition to a description of the back-up electrical power supply with specifications indicating capacities and operating conditions.
7. ABAAS compliant public restrooms must be located on the same floor as the premises.
8. Janitorial services required in the premises shall be performed within the time the Government is conducting business and an authorized agency representative shall be present as follows. Janitorial services shall occur between the hours of 8:00 AM and 3:00 PM.

**1.4 LEASE TERM (SEP 2000)**

The lease term is for ten (10) years. GSA may terminate this lease after five (5) years upon 120 days written notice to the Lessor, notice may be given at any time. All the terms and conditions contained herein shall prevail throughout the term of the lease.

**1.5 OFFER DUE DATE**

Offers are due by 4:00 PM (current central time) on **June 8, 2007** and shall remain open until award.

**1.6 OCCUPANCY DATE (SEP 2000)**

Occupancy is required **September 1, 2008**.

**1.7 HOW TO OFFER (JUL 2006)**

A. Offers shall be submitted to the Contracting Officer in care of:

Studley  
15303 Dallas Parkway  
Suite 1200  
Addison, TX 75001  
Attn: Jason Lichty

B. The following documents, properly executed, shall be submitted no later than the close of business on the offer due date:

1. SFO No. GS-05B-17902. (This SFO, with any amendments, in final form, shall be incorporated in its entirety into the lease as an attachment)
2. SFO Attachments:
  - a. Attachment 1 – Rate Structure
  - b. Attachment 2 – Fire Protection and Life Safety Evaluation
  - c. Attachment 3 – Tenant Improvement Cost Price Proposal
  - d. Attachment 4 – Cost Estimate Template
3. GSA Form 1364A, Proposal to Lease Space.
4. GSA Form 1217, Lessor's Annual Cost Statement (with instructions).
  - a. Column A of the GSA Form 1217, Line 31(a) will be used to reflect any agreement between LESSOR AND the Lessor Representative agent(s), broker(s), property manager, developer, employee, or any other agent or representative (expressed in either % or \$) and Line 31(b) will reflect the agreement between LESSOR AND the GSA Tenant Representative broker (expressed in either % or \$).
  - b. Also see Section 3.4 *Tax Adjustment*, paragraph F., for property tax basis information to be used in the GSA 1217.
5. GSA Form 3517, General Clauses.
6. GSA Form 3518, Representations and Certifications.
7. A scaled site plan at 1 inch = 50 feet, but no smaller than 1 inch = 100 feet, that accurately delineates existing features to remain and proposed features including but not limited to all building footprints to include any ancillary structures, roads/drives, loading areas/aprons, sidewalks/paths, parking areas including parking spots, elevation contour information, major landscaping. The site plan shall also include property boundaries and setback distances between: (a) the property boundaries and the proposed building and (b); the building and the parking areas and roadways.
8. First generation plans of the space being offered. Second or later generation photostatic copies are not acceptable. Provide black line drawings at a scale of 1/8 inch = 1 foot but with a scale of no smaller than 1/16 inch = 1 foot. All drawing/plans submissions shall be accompanied by a compact disk (CD) containing the same information depicted in the drawings/plans and shall be compatible with AutoCAD (no earlier than v. 2004) and Microsoft Office Professional Suite. All drawings/plans shall contain a linear and graphic scale reference as well as north orientation. All architectural features of the space shall be accurately shown. If conversion or renovation of the building or premises is planned, alterations to meet this SFO shall be indicated. If requested, more informative plans shall be provided within three (3) days.



- a. For new construction/build-to-suit or any additions to the exterior of existing buildings, provide: 1) Scaled, design-development level floor plans and building elevation drawings that accurately delineate the proposed floor plates including but not limited to columns/structure, utility and elevator shafts/chases, utility and other closets, toilet rooms and other common elements; 2) Scaled building elevation drawings that accurately delineate the proposed exterior design, to include material designations, of the offered building or premises. The purpose of this information is to allow assessment of the floor plat to accommodate the Government's functional needs and to demonstrate the functional and aesthetics characteristics of the proposed premises.
- b. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits. GSA will review the corridors in place and/or proposed corridor pattern to make sure that these achieve an acceptable level of safety as well as to ensure that these corridors provide public access to all essential building elements. The Offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the ANSI/BOMA Office Area space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's space may differ from the corridors used in determining the ANSI/BOMA Office Area square footage for the lease award.
9. An hourly overtime rate for overtime use of heating and cooling, if the Lessor plans to charge for this service. Refer to Pgph. 7.3 *Overtime Usage* in Section 7.0 *SERVICES, UTILITIES, MAINTENANCE* of this SFO. If proposed rate is different than recommended by an independent Government estimate, the Offeror may be required to submit worksheets justifying overtime energy usage and rates.
10. Additional information (e.g., Fact sheets, color photographs, site plans, location maps, tax parcel maps) in order for the Government to perform a complete and adequate analysis of the offered property. Such information may also be requested by the Government, and in such circumstances, shall be submitted by the Offeror within five (5) working days of the request.
10. Written acknowledgement and permission to represent other owners for the same SFO if a leasing agent or owner's representative is presenting buildings for multiple ownership groups. In cases where there are possible conflicts of interest, the Offeror's agent's disclosure and authorization from each Offeror/ownership entity must be provided. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.
12. Documents supporting evidence of capability to perform. Refer to the "Evidence of Capability to Perform" paragraph in Section 3.0 *MISCELLANEOUS* of this SFO.
13. Any Brokerage Commission Agreement between GSA's Tenant Representative and the Lessor for commissions identified in the GSA Form 1217 *Lessor's Annual Cost Statement* (July 94).
- C. Refer to GSA Form 3516, *Solicitation Provisions*, for additional instructions. If additional information is needed, the Contracting Officer (or the Contracting Officer's designated representative) should be contacted.
- D. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. However, the Government may release proposals outside the Government to a Government-support contractor to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. The Offeror who desires to maximize protection of information in the offer may apply the restriction notice to the offer as described in GSA Form 3516, *Solicitation Provision*, 552.270-1 (d), *Restriction on Disclosure and Use of Data*.
- E. IMPORTANT CLARIFICATIONS TO OFFER REQUIREMENTS:
1. Rate structure required from Attachment No. 1 shall include the following:
- a. A lease rate per square foot for the building shell rental, fully serviced. It is the intent of the Government to lease a building shell with a Tenant Improvement Allowance. All improvements in the base building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This rate shall include, but not limited to, property financing (exclusive of Tenant Improvement), insurance, taxes, management, profit, etc., for the building. See Section 1.8 *Building Shell Requirements* for building elements that shall be included in the shell rate.
- b. The annual cost (per usable and rentable square foot) for the cost of services and utilities. This equals line 27 of GSA Form 1217, *Lessor's Annual Cost Statement*, divided by the building size (shown on the top of GSA Form 1364, *Proposal to Lease Space*, and GSA Form 1217 for useable and rentable square feet respectively.
- c. An annualized percentage interest rate to be used by the Lessor to amortize the cost of the Tenant Improvements over the firm term of the lease.
- d. The annual amortized cost of the Tenant Improvement (TI) costs. Such amortization shall be expressed as a cost per usable (ANSI/BOMA Office Area) and rentable square foot per year. The TI allowance covers alterations for the premises (demised area for Government space) and does not include any building shell costs. The total TI allowance (b) (4) per ANSI/BOMA Office Area square foot. Such alterations shall be described and identified in the drawings used to construct the Government-demised area. The TI Allowance, which is to be provided by the Lessor to the Government for Tenant Improvements, shall be made available at lease execution.
- e. A fully-serviced lease rate (U.S. dollars per usable and rentable square foot) as a summation of the amounts called for in the above paragraphs a, b, and d.

(b) (6)

- f. A fully-serviced lease rate (U.S. dollars per usable and rentable square foot) for the portion of the lease term extending beyond the firm term. The rate proposed for this portion of the term shall not contain any TI amortization costs as they are to be amortized over the firm term.

#### 1.8 BUILDING SHELL REQUIREMENTS (SEP 2000)

- A. The Lessor's buildout obligations in providing a building shell (at the Lessor's expense; includable in the Shell Rate) shall include the following:
1. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements.
  2. Accessibility Requirements. Accessibility to persons with disabilities shall be required throughout the space leased by Government tenants; toilet rooms and drinking fountains available to Government tenants; and common spaces available to all building occupants, excluding mechanical or custodial rooms, or areas occupied by other tenants, in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10), and shall be installed and coordinated with Tenant Improvements. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent standard shall apply.
  3. Ceilings. A complete acoustical ceiling system (which includes grid and lay-in tiles) throughout the Government-demised area and all common areas accessible to Government tenants shall be required in accordance with Pgph. 5.7 *Ceilings* in Section 5.0 *ARCHITECTURAL FINISHES* section of this SFO. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.
  4. Doors. Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements. Related hardware shall be installed in accordance with the Pgph. 5.13 *Doors: Hardware* and the Pgph. 5.10 *Doors: Exterior* in Section 5.0 *ARCHITECTURAL FINISHES* of this SFO.
  5. Partitions. Permanent, perimeter, and demising slab-to-slab partitions (including all columns) finished with paint and base shall be required in accordance with the Pgph. 5.15 *Partitions: General* and Pgph. 5.16 *Partitions: Permanent* in Section 5.0 *ARCHITECTURAL FINISHES* of this SFO.
  6. Flooring. All building common areas shall have finished floors in accordance with the Pgph. 5.18 *Floor Covering and Perimeters* in Section 5.0 *ARCHITECTURAL FINISHES* of this SFO.
  7. Plumbing. The Offeror shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the building shell cost. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent. All toilets required by code, GSA/ Federal Requirements, and any other proposed toilets shall be considered common area. (Toilet room fixture schedule under Section 6.0 *MECHANICAL, ELECTRICAL, PLUMBING*)
  8. HVAC. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. Conditioned air through medium pressure duct work at a rate of 0.75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided.
  9. Electrical. Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208V, 3-phase, 4-wire system providing 7 watts (W) per ANSI/BOMA Office Area square foot.
  10. Lighting. Parabolic type, 2 foot x 2 foot fluorescent lighting fixtures (other proposed building standard fixtures shall be identified by size, quantity, and performance) shall be installed in the ceiling grid for an open office plan at the rate of one (1) fixture per 80 ANSI/BOMA Office Area square feet. Lighting as necessary shall be provided in all building common areas in accordance with the Pgph. 6.19 *Lighting: Interior and Parking* in Section 6.0 *MECHANICAL, ELECTRICAL, PLUMBING* of this SFO.
  11. Safety and Environmental Management. Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with the ABAAS. Where sprinklers are required in the Government-demised area, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided.
  12. Telephone Rooms. Building telecommunication rooms on each floor shall be completed, operational, and ready for Tenant Improvements. The telephone closets shall include a telephone backboard.
  13. All of the above improvements are described in more detail hereinafter in this SFO.

#### 1.9 TENANT IMPROVEMENTS (SEP 2000)

- A. The Tenant Improvement Allowance shall be used for building out the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required for Government occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this SFO and GSA Form 3517, *General Clauses*. It is intended that Tenant Improvements associated with Section 9.0 *Lease Security Standards* be included as part of the tenant improvements scope but subject to particular requirements of the Government, including Government performance of certain aspects of the work and approval by the Contracting Officer.



- B. The Tenant Improvement Allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit, and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents to complete the Tenant Improvements. It is the successful Offeror's responsibility to prepare all documentation (e.g., permit drawings, applications, fees, etc.) required to receive construction permits. **NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT COSTS OR PRICING TO THE GOVERNMENT.**

#### 1.10 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2000)

- A. All Tenant Improvements shall be identified after award of the contract in accordance with the provisions established in the "Design Intent Drawings" subparagraph in Pgph. 3.16 *Construction Schedule of Tenant Improvements* in Section 3.0 MISCELLANEOUS of this SFO.
1. The Government, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvement Allowance. The Government may use all or part of the Tenant Improvement Allowance. The Government may return to the Lessor any unused portion of the Tenant Improvement Allowance in exchange for a decrease in rent according to the amortization rate over the firm term.
  2. The Government reserves the right to make cash payments for any or all work performed by the Lessor. The Government, at its sole discretion, may choose to pay lump sum for any or all of the Tenant Improvement Allowance. If the Government elects to make a lump sum payment for any portion of the Tenant Improvement Allowance, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent. At any time after occupancy, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unpaid principal balance of the unamortized Tenant Improvement costs. If the Government elects to make a lump sum payment for the Tenant Improvement costs after occupancy, the payment of the Tenant Improvement costs by the Government will result in the rent decreasing by the amortized TI costs component, over the firm term of the lease.
  3. If the Government will require to spend more than the estimated TI allowance identified above, the Government reserves the right to: 1) Reduce the tenant improvement scope in order to meet the Government's tenant improvements budget; 2) Pay lump sum for the additional amount upon completion and acceptance of the tenant improvements, or 3) Increase the rent based on the agreed upon amortization rate, over the firm term of the lease.
  4. Payment will not be made by the Government in instances where the Government accepts fixtures and/or other Tenant Improvements already in place. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place.

#### 1.11 PLANS WITH OFFER (SEP 2000)

All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD – V.2004 or later. Clean and purged electronic files shall be submitted on compact disk (CD) and depicting the same information that is depicted in the submitted hard copy plans. All submissions shall be accompanied with a written matrix indicating the layering standard to ensure that all information is recoverable. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. All architectural features of the space shall be accurately shown.

#### 1.12 BROKER COMMISSION AND COMMISSION CREDIT (NOV 2006)

- A. For the purposes of this SFO, Studley, Inc. (the Broker) is the authorized real estate broker representing GSA. A GSA Contracting Officer must review, approve, and execute the Lease. The government expects the Lessor to pay a commission to the Broker. By submitting an offer, the Lessor agrees that if the Lessor is paying a commission or fee in connection with this lease transaction to a listing agent, an offering agent, or broker, property manager, developer, or any other agent or representative, then the Lessor will pay a commission to the Broker that it normally would be entitled to pursuant to local business practices, as evidenced through a brokerage agreement between the Lessor and the Broker. The commission will be negotiated between the Lessor and the Broker and will be based on a lease term not to exceed the firm term of the lease contract. Commissions will not be negotiated or collected on option periods or for lease terms beyond the firm term of the lease. The Lessor agrees that the commission to be paid to the Broker shall be paid not later than the Lease Commencement date as defined in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO. As part of the offer, the offeror shall disclose any and all commissions and/or fees to be paid by the Lessor including both the Lessor's agent(s), broker(s), property manager, developer or any other agent or representative and the Broker.
- B. For the benefit of the Government, the Broker has agreed to forego 51.5 percent of the commission that it is entitled to receive in connection with this lease transaction. The resulting total dollar value of the foregone commission (the Commission Credit) shall be applied in equal monthly amounts against shell rental payments due and owing under the Lease. The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The parties agree to execute a Supplemental Lease Agreement setting forth the full nature, extent, terms, and conditions of commissions paid to the Broker and the Commission Credit to be applied against the Government's rental payment obligations under the Lease.
- C. For purposes of price evaluation, the Commission Credit shall be treated as a deduction from the rent in accordance with the "Price Evaluation" paragraph in the SUMMARY section of this SFO. The amount of the commission paid to GSA's Broker shall not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.

(b) (6)

### 1.13 TENANT IMPROVEMENT ALLOWANCE COST DETERMINATION AND SETTLEMENT

- A. After award of the lease contract to the successful Offeror, the Government will provide Design Intent Drawings (DIDs) to the Lessor. Based on the Government's DIDs, the Lessor must then provide the Contracting Officer with the construction documents for review and comment. A detailed cost proposal based on Government reviewed construction documents shall be submitted within 14 days of Government review. The detailed cost proposal shall follow the attached format (CSI). A minimum of three (3) qualified contractors must be invited to participate in the competitive proposal process. Each participant must compete independently in the process. The Lessor's cost proposals must contain sufficient detail to allow the Government to determine the reasonableness of costs included in the proposals. The total actual tenant improvement cost shall be amortized over the firm term of the lease and identified as follows:
- (1) Each submitted proposal must be reviewed by the Government. The Government reserves the right to determine if bids satisfy the scope of work, that the price is reasonable and that Offeror is qualified to perform the work. The Government reserves the right to be present during negotiation sessions between the Lessor and potential contractors. The Government will review the Lessor's CSI formatted submittal to ensure no building shell items have been included as Tenant Improvements. If building shell items are included, then the Lessor shall be informed and an updated Tenant Improvement Cost Proposal must be submitted to GSA for review and determination of cost reasonableness. Depending on the accuracy of the initial tenant improvement cost proposal, this portion of the process may take 30-45 calendar days. The Construction Schedule set forth in Section 3.0 MISCELLANEOUS of this SFO shall allow sufficient time for the Tenant Improvement Cost review process.
  - (2) Once the Contracting Officer determines the Lessor's cost proposal properly distinguishes between Shell Costs and Tenant Improvement Costs, and the proposed costs for each item are considered fair and reasonable, the Contracting Officer will give the Lessor a Notice-to-Proceed. The Notice-to-Proceed will be done through a Supplemental Lease Agreement.
  - (3) If the Lessor's cost proposal is deemed other than fair and reasonable, and/or it exceeds the Government's budget, one or more of the following actions shall occur:
    - (a) The contracting Officer will advise the Lessor of any substantial cost deviation by trade. The Lessor will respond to the contracting Officer within five (5) calendar days with updated pricing.
    - (b) If the Lessor's TI costs are determined to be fair and reasonable but are above the Government's budget, the Contracting Officer may need to reduce scope of the build out contemplated by the Government. The Lessor will make changes to the drawings if needed and revise the cost estimate
    - (c) If the government determines the Lessor's TI costs are fair and reasonable, but is unable to reduce scope of the project, the Government may request the Lessor to obtain additional funds to complete the Tenant Improvement alterations contemplated by the Government. The total actual Tenant Improvement cost will be amortized over the firm-term of the lease at the Lessor's cost of capital submitted with the Lessor's "Best and Final" offer.
  - (4) If a mutual agreement on cost is reached following (3) above, the Contracting officer will provide a Notice to Proceed with a Supplemental Lease Agreement.
  - (5) If a mutual agreement on cost cannot be reached, the Contracting Officer will advise the Lessor in writing not to proceed with the construction of the premises and will follow procedures identified in Paragraph "DISPUTES (OCT 1995)" in the General Clauses section of the lease (GSA Form 3517).
  - (6) The Government reserves the right to make cash payments for any or all work performed by the Lessor.

### 1.14 NEGOTIATIONS (MAY 2005)

- A. Negotiations will be conducted on behalf of the Government by the Contracting Officer (or the Contracting Officer's designated representative). The Contracting Officer is named on the cover of this SFO. GSA will negotiate rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.
- B. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or designee.
- C. The Contracting Officer or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Offerors who are not included in the competitive range will be notified in writing.
- D. All Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations. Negotiations will be closed with submission of final proposals ("Best and Final" offers).

### 1.15 PRICE EVALUATION (PRESENT VALUE) (MAY 2005)

- A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price.
- B. The Offeror shall be required to submit plans and any other information to demonstrate that the rentable space yields ANSI/BOMA Office Area space within the required ANSI/BOMA Office Area range. The Government will verify the amount of ANSI/BOMA Office Area square footage and will convert the rentable prices offered to ANSI/BOMA Office Area prices, which will subsequently be used in the price evaluation.

(b) (6)

- C. If the offer includes annual adjustments in operating expenses, the base price per ANSI/BOMA Office Area square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.
- D. Evaluation of offered prices will be on the basis of the annual price per ANSI/BOMA Office Area square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per ANSI/BOMA Office Area square foot to a composite annual ANSI/BOMA Office Area square foot price, as follows:
  - 1. Parking and ware yard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
  - 2. Free rent will be evaluated in the year in which it is offered. The gross annual per square foot price is adjusted to reflect free rent.
  - 3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent (unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent).
  - 4. Also as stated in the "Broker Commission and Commission Credit" paragraph, the amount of any commission paid to GSA's Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.
  - 5. If annual adjustments in operating expenses will not be made, the gross annual per square foot price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC) per square foot.
  - 6. If annual adjustments in operating expenses will be made, the annual per square foot price, minus the Commission Credit (if applicable) and the base cost of operating expenses, will be discounted annually at 5 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.
  - 7. To the gross PVC will be added:
    - a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.
    - b. The annualized (over the full term) per ANSI/BOMA Office Area square foot cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
    - c. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.
    - d. The sum of either subparagraphs 5 and 7 or subparagraphs 6 and 7 will be the ANSI/BOMA Office Area per square foot present value of the offer for price evaluation purposes.

#### **1.16 HISTORIC PREFERENCE, GSAR 552.270-2 (VARIATION) (SEP 1999)**

- A. Preference will be given to Offerors of space in buildings in, or formally listed as eligible for inclusion in, the National Register of Historic Places, and to historically-significant buildings in historic districts listed in the National Register. Such preference will be extended to historic buildings and will result in award if:
  - 1. The offer for space meets the terms and conditions of this SFO as well as any other offer received (It is within the discretion of the Contracting Officer to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this SFO to maintain the historical integrity of the building, such as high ceilings, wooden floors, etc.) and
  - 2. The rental is no more than 10 percent higher, on a total annual square foot (ANSI/BOMA Office Area) cost to the Government, than the lowest otherwise acceptable offer.
- B. If more than one offer of an historic building is received and they meet the above criteria, an award will then be made to the lowest priced historic property offered.

#### **1.17 AWARD (JAN 1997)**

- A. After conclusion of negotiations, the Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by GSA which reflects the proposed agreement of the parties.
- B. The proposed lease shall consist of:
  - 1. Standard Form 2 (or GSA Form 3626) U.S. Government Lease for Real Property,
  - 2. required clauses,
  - 3. required certifications and representations,
  - 4. the pertinent provisions of the offer, and
  - 5. the pertinent provisions of the SFO.
- C. The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the Contracting Officer and mailing or otherwise furnishing written notification of the executed lease to the successful Offeror.

## **1.18 LABOR STANDARDS (AUG 2003)**

- A. If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation (FAR) clauses shall apply to all work (including base building and tenant buildout) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the Contracting Officer. Full text versions are also available at the following web site: <http://www.amet.gov/far/>

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation

52.222-6 Davis-Bacon Act

52.222-7 Withholding of Funds

52.222-8 Payrolls and Basic Records

52.222-9 Apprentices and Trainees

52.222-10 Compliance with Copeland Act Requirements

52.222-11 Subcontracts (Labor Standards)

52.222-12 Contract Termination-Debarment

52.222-13 Compliance with Davis-Bacon and Related Act Regulations

52.222-14 Disputes Concerning Labor Standards

52.222-15 Certification of Eligibility

## **2.0 AWARD FACTORS**

### **2.1 SEISMIC SAFETY (FEB 2007)**

- A. All offers received in response to this SFO will be evaluated to determine whether the offers fully meet National Institute of Standards and Technology (NIST) NISTIR 5382, Interagency Committee on Seismic Safety in Construction (ICSSC) RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, as modified below. If any offers are received which fully meet seismic safety requirements, then other offers, which do not fully meet these requirements, will not be considered.
- B. "Fully meets" as used herein with regard to the seismic safety requirements means that the Offeror has provided a written certification (example available for the Contracting Officer) from a licensed structural engineer certifying that both the building design and construction are in full compliance with the life-safety performance level of NISTIR 5382, ICSSC RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, AS MODIFIED HEREIN:
1. FEMA-178, NEHRP Handbook for the Seismic Evaluation of Existing Buildings, shall be replaced with FEMA-310, Handbook for the Seismic Evaluation of Buildings: A Prestandard.
  2. Section 1.3.1, Post-Benchmark Buildings (Table 1: Advisory Benchmark Years) shall be replaced with the below table.

(b) (6)

BENCHMARK BUILDINGS (Table 3-1 of FEMA-310)			
BUILDING TYPE <sup>1</sup>	Model Building Seismic Design Provisions		
	BOCA <sup>1a</sup>	SBCCI <sup>1a</sup>	UBC <sup>1a</sup>
Wood Frame, Wood Shear Panels (Type W1 and W2) <sup>2</sup>	1992	1993	1976
Wood Frame, Wood Shear Panels (Type W1A)	1992	1993	1976
Steel Moment Resisting Frame (Type S1 and S1A)	**	**	1994 <sup>4</sup>
Steel Braced Frame (Type S2 and S2A)	1992	1993	1988
Light Metal Frame (Type S3)	*	*	*
Steel Frame w/Concrete Shear Walls (Type S4)	1992	1993	1976
Reinforced Concrete Moment Resisting Frame (Type C1) <sup>3</sup>	1992	1993	1976
Reinforced Concrete Shear Walls (Type C2 and C2A)	1992	1993	1976
Steel Frame with URM Infill (Type S5 and S5A)	*	*	*
Concrete Frame with URM Infill (Type C3 and C3A)	*	*	*
Tilt-up Concrete (Type PC1 and PC1A)	*	*	1997
Precast Concrete (Type PC2 and PC2A)	*	*	*
Reinforced Masonry (Type RM1)	*	*	1997
Reinforced Masonry (Type RM2)	1992	1993	1976
Unreinforced Masonry (Type URM) <sup>5</sup>	*	*	1991 <sup>6</sup>
Unreinforced Masonry (Type URMA)	*	*	*

<sup>1</sup> Building Type refers to one of the Common Building Types defined in Table 2-2 of FEMA-310.

<sup>2</sup> Buildings on hillside sites shall not be considered Benchmark Buildings.

<sup>3</sup> Flat Slab Buildings shall not be considered Benchmark Buildings.

<sup>4</sup> Steel Moment-Resisting Frames shall comply with Section 2213.7.1.2 of the Uniform Building Code.

<sup>5</sup> URM buildings evaluated using the ABK Methodology (ABK, 1984) may be considered Benchmark Buildings.

<sup>6</sup> Refers to the UBCB Section of the UBC.

<sup>1a</sup> Only buildings designed and constructed or evaluated in accordance with FEMA-310 and being evaluated to the Life-Safety Performance level may be considered Benchmark Buildings.

\*

No Benchmark year; building shall be evaluated using FEMA-310.

\*\* Local provisions shall be compared with the UBC.

BOCA Building Officials and Code Administrators, *National Building Code*.

SBCCI Southern Building Code Congress International, *Standard Building Code*.

UBC International Conference of Building Officials, *Uniform Building Code*.

3. Section 1.3.2, Leased Buildings, shall be revised as follows:

a. Buildings leased by the federal Government are exempt from these standards if both of the following apply:



- i. The leased space is less than 10,000 square feet **AND**
  - ii. The building is located in Regions of Low Seismicity in accordance with FEMA-310. According to FEMA-310, buildings located on sites for which the design short-period response acceleration,  $S_s$ , is less than 0.167 gravity (g), or for which the design one-second period response acceleration,  $S_1$ , is less than 0.067 g, shall be considered to be located within Regions of Low Seismicity.
- 4. FEMA-310, *Handbook for the Seismic Evaluation of Buildings: A Prestandard*, can be obtained by calling the Federal Emergency Management Agency (FEMA) Distribution Center at (800) 480-2520.
  - 5. NISTIR 5382, ICSSC RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899.
- C. "Substantially meets" as used herein with regard to the seismic safety requirements will be determined by the Government based upon the Offeror's evaluation by a licensed structural engineer that specifically describes all exceptions to full compliance with the Model Building Seismic Design Provisions as shown in the Benchmark Buildings table above. The Offeror shall evaluate the building by using FEMA-310 and shall identify all deficiencies. Based upon the evaluation, the Contracting Officer will make an award to the Offeror which best meets both the seismic safety requirements and the other requirements of this SFO. Documentation of this evaluation shall be made available to the Government.

## **2.2 AWARD BASED ON PRICE (SEP 2000)**

The lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this SFO and is the lowest priced offer submitted. Refer to Pgph. 1.15 *Price Evaluation (Present Value)* in Section 1.0 *SUMMARY* of this SFO.

## **3.0 MISCELLANEOUS**

### **3.1 SUBSEQUENT TENANT IMPROVEMENTS \$100,000 OR LESS (SEP 2000)**

- A. The Lessor may be requested to provide alterations during the term of the lease. Alterations will be ordered by issuance of GSA Form 276, *Supplemental Lease Agreement*, GSA Form 300, *Order for Supplies or Services*, or a Tenant Agency-approved form. The two clauses from GSA Form 3517, *General Clauses*, 552.232-25, *Prompt Payment* (Deviation FAR 52.232-25), and 552.232-70, *Invoice Requirements*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- B. Orders may be placed by the 1) Contracting Officer, 2) GSA Buildings Manager, or 3) Tenant Agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of Tenant Agency officials authorized to place orders and will specify any limitations on the authority delegated to Tenant Agency officials. The Tenant Agency officials are not authorized to deal with the Lessor on any other matters.
- C. Payments for alterations ordered by the Tenant Agency will be made directly by the Tenant Agency placing the order.

### **3.2 ALTERNATE PROPOSALS**

- A. This SFO may specify certain items for which alternate proposals are required. For evaluation and negotiation, the offer shall state:
  - 1. itemized costs for lump sum payment not to be included in the rental rate and
  - 2. a rental rate which includes the costs of these items.
- B. The Offeror shall provide costs for both methods of evaluation on GSA Form 1364, *Proposal to Lease Space*, in order to be considered for award. GSA may elect the option it deems most favorable.

### **3.3 TAX ADJUSTMENT (SEP 2000)**

- A. Real estate taxes, as referred to in this paragraph, are only those taxes which are assessed against the building and/or the land upon which the building is located, without regard to benefit to the property, for the purpose of funding general Government services. Real estate taxes shall not include, without limitation, general and/or special assessments, business improvement district assessments, or any other present or future taxes or governmental charges that are imposed upon the Lessor or assessed against the building and/or the land upon which the building is located.
- B. Base year taxes as referred to in this paragraph are 1) the real estate taxes for the first 12-month period coincident with full assessment or 2) may be an amount negotiated by the parties that reflects an agreed upon base for a fully assessed value of the property.
- C. The term "full assessment" as referred to in this paragraph means that the taxing jurisdiction has considered all contemplated improvements to the assessed property in the valuation of the same. Partial assessments for newly constructed projects or for projects under construction, conversion, or renovation will not be used for establishing the Government's base year for taxes.

(b) (6)

- D. The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for real estate taxes thereon, as well as all notices of a tax credit, all tax bills, and all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described in GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*) of the tax adjustment including the calculation thereof, for each year that real estate taxes are incurred during the lease term or any extension thereof. All such documents are due within 10 calendar days of receipt except that the proper invoice and evidence of payment shall be submitted within 60 calendar days after the date the tax payment is due from the Lessor to the taxing authority. **FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL BE A WAIVER OF THE RIGHT TO RECEIVE PAYMENT RESULTING FROM AN INCREASED TAX ADJUSTMENT UNDER THIS PARAGRAPH.**
- E. The Government shall 1) make a single annual lump sum payment to the Lessor for its share of any increase in real estate taxes during the lease term over the amount established as the base year taxes or 2) receive a rental credit or lump sum payment for its share of any decreases in real estate taxes during the lease term below the amount established as the base year taxes. The amount of lump sum payment or rental credit shall be based upon evidence of valuation and payment submitted by the Lessor to the Contracting Officer in accordance with subparagraph D.
1. In the event of an increase in taxes over the base year, the Lessor shall submit a proper invoice of the tax adjustment including the calculation thereof together with evidence of payment to the Contracting Officer. **THE GOVERNMENT SHALL BE RESPONSIBLE FOR PAYMENT OF ANY TAX INCREASE OVER THE BASE YEAR TAXES ONLY IF THE PROPER INVOICE AND EVIDENCE OF PAYMENT IS SUBMITTED BY THE LESSOR WITHIN 60 CALENDAR DAYS AFTER THE DATE THE TAX PAYMENT IS DUE FROM THE LESSOR TO THE TAXING AUTHORITY.** The due date for making payment shall be the 30<sup>th</sup> calendar day after receipt of evidence of payment by the Contracting Officer or the 30<sup>th</sup> calendar day after the anniversary date of the lease, whichever is later. If the lease terminates before the end of a tax year, payment for the tax increase due as a result of this section for the tax year will be prorated based on the number of days that the Government occupied the space. No increase will be paid, due, or owing unless all evidence of valuation and payment has been previously submitted to the Contracting Officer. The Government's payment for its share of real estate taxes shall not include any late charges, interest, or penalties imposed by the taxing authority as a result of the Lessor's delinquency in paying such taxes or charges.
  2. In the event of a decrease in taxes from the base year, or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer in accordance with subparagraph D. The Government shall be entitled to, and shall receive a credit for, the pro rata reduction in taxes applicable to the premises encumbered by this lease, regardless of whether the Government has made a tax payment for that year. The Government's share of the credit will be determined in accordance with subparagraph F and shall be taken as a deduction from the rent. Any credit due the Government after the expiration or earlier termination of the lease (including, but not limited to, credits resulting from a decrease in taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a year of the lease, or portion thereof) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. The Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment by the taxing authority to the Lessor or the Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (United States Code 41 USC 611) that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.
- F. The Government shall pay its share of tax increases or shall receive its share of any tax decrease based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex (percentage of occupancy). For the purpose of this lease, the Government's percentage of occupancy as of the date hereof is \_\_\_\_\_ percent based upon an occupancy of \_\_\_\_\_ rentable square feet in a building of \_\_\_\_\_ rentable square feet. This percentage shall be subject to adjustment to take into account additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. The block and lot/parcel or other identification numbers for the property, building(s), and parking areas(s) occupied under this lease are \_\_\_\_\_.
- G. The Government may direct the Lessor upon reasonable notice to initiate a tax appeal, or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. The Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate and use all reasonable efforts including, but not limited to, affirming the accuracy of the documents, executing documents required for any legal proceeding, and taking such other actions as may be required. If the Lessor initiates an appeal on behalf of the Government, the Government and the Lessor will enter into an agreement to establish a method for sharing expenses and tax savings.

### 3.4 PERCENTAGE OF OCCUPANCY

The percent of the building occupied by the Government, for purposes of tax adjustments, will be established during negotiations.

### 3.5 OPERATING COSTS (SEP 2000)

- A. Beginning with the second year of the lease and each year thereafter, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.

(b) (6)

- B. The amount of adjustment will be determined by multiplying the base rate by the percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published in the month of the lease commencement date with the index figure published in the month which begins each successive 12-month period. For example, a lease which commences in June of 1995 would use the index published in June of 1995, and that figure would be compared with the index published in June of 1996, June of 1997, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for wage earners and clerical workers, U.S. city average, all items figure, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease.
- C. If the Government exercises an option to extend the lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.
- D. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.
- E. The offer shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified on GSA Form 1364, Proposal to Lease Space, contained elsewhere in this SFO.

### 3.6 OPERATING COSTS BASE (SEP 2000)

The base for the operating costs adjustment will be established during negotiations based upon ANSI/BOMA Office Area square feet.

### 3.7 RENTABLE SPACE (SEP 2000)

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

### 3.8 ANSI/BOMA OFFICE AREA SQUARE FEET (SEP 2000)

- A. For the purposes of this SFO, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- B. ANSI/BOMA Office Area square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ANSI/BOMA Office Area square feet shall be computed as if the deviation were not present.

### 3.9 COMMON AREA FACTOR (SEP 2000)

If applicable, the Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space).

### 3.10 APPURTENANT AREAS

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space.

### 3.11 LIQUIDATED DAMAGES, GSAR 552.270-15 (SEP 1999)

The Lessor shall pay the Government liquidated damages in the amount of **one day's rent** for every calendar day the delivery of the premises is delayed beyond the date specified for delivery for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this lease or at law.

### 3.12 ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (SEP 1999)

- A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced.
- B. The rate will be reduced by that portion of the costs per ANSI/BOMA Office Area square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 calendar days prior notice to the Lessor and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.

### 3.13 RELOCATION ASSISTANCE ACT (MARCH 2002)

- A. If an Offeror proposes an improved site and new construction will result in the displacement of individuals or businesses, the successful Offeror shall be responsible for payment of relocation costs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended, and the implementing regulations at 49 CFR Part 24.

(b) (6)



- B. Offerors shall incorporate the cost of such assistance into their shell rental rate; however, such costs must be explicitly identified, verified, and subject to approval by the contracting officer.
- C. The successful Offeror shall give GSA the name of the person and agency to be providing the relocation assistance to site tenants. In addition, the successful Offeror must provide background information about the relocation agency and references for which the relocation agent has performed relocation assistance in the past. Depending upon the complexity of the relocation project, Offerors may be required to provide a relocation plan with final proposal revisions.

### 3.14 EVIDENCE OF CAPABILITY TO PERFORM (SEP 2000)

#### A. AT THE TIME OF SUBMISSION OF OFFERS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:

1. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments shall be signed by an authorized bank officer and at a minimum shall state: amount of loan; term in years; annual percentage rate; and length of loan commitment.
2. The name of the proposed construction contractor, as well as evidence of the contractor's experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the facility is located from the individual(s) and/or firm(s) providing architectural and engineering design services.
4. Compliance with local zoning laws or evidence of variances, if any, approved by the proper local authority.
5. Evidence of ownership or control of site.

#### B. AFTER AWARD:

Within five (5) days after award, the successful Offeror shall provide to the Contracting Officer evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. Award of a construction contract for Tenant Improvements with a firm completion date.
3. Issuance of a building permit covering construction of the improvements.

### 3.15 CONSTRUCTION SCHEDULE OF TENANT IMPROVEMENTS (SEP 2000)

#### A. CONSTRUCTION SCHEDULE:

1. The construction schedule shall commence upon lease award, unless otherwise expressly agreed by the Lessor and Government as stated in the lease. The schedule shall be divided into six tasks for each phase. These are: 1) The generation of the design intent drawings; 2) The Government's approval of the design intent drawings; 3) The Lessor's production of the Government's working/construction drawings; 4) The Government's review of the working/construction drawings; 5) The Lessor's construction of the premises; and 6) The Government's acceptance of the Lessor's construction. Each of these tasks is detailed below. References to calendar days shall be based on consecutive days. References to "approval" shall mean such approval granted by the Contracting Officer. During the construction schedule, the Government may request regularly scheduled progress meetings and request that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction, the Lessor may discover instances where the Government's directives conflict. In such cases, the Lessor shall immediately notify the Contracting Officer so that the Government may issue a determination as to how to proceed beyond the building shell.

2. If new construction of the building shell is proposed, within 30 days after award of the lease contract, the successful Offeror shall submit to the Contracting Officer a tentative construction schedule for the building giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date. Refer to the Pgph. 1.6 *Occupancy Date* in Section 1.0 *SUMMARY* of this SFO. The finalized planned schedule shall be submitted no later than 60 days after award and shall include timing for completion construction milestones including, but not limited to. 1) Issuance of a building permit; 2) Start of construction; 3) Completion of principal categories of work; 4) Start of tenant improvements in the premises; 5) Availability for occupancy of each portion of the Government-demised area (by floor, block, or other appropriate category); and 6) Completion of Tenant Improvements; 7) Final construction completion of the entire facility. Coordinate with Pgph. E, *Tenant Improvements* below.

#### B. DESIGN INTENT DRAWINGS:

The Lessor may be required to prepare design intent drawings detailing the Tenant Improvements to be made by the Lessor within the Government-demised area. The preparation of the design intent drawings will be based on the Government finding the Lessor's cost estimate for this work to be found to fair and reasonable. The cost of this design work must be shown as separate cost item that is not part of the lease consideration.

The Government shall use best efforts to coordinate the provision of such information and details as required by the Lessor's architect to complete such drawings in a timely manner. Design intent drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which include enough information to prepare construction drawings and shall consist of: 1) furniture locations, telephone and data outlet types and locations; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish/color/signage selections. Design intent drawings shall be due from the Lessor within fourteen (14) working days from award.

*Review.* The Government retains the right to review, approve, and request modifications (if necessary) to the Lessor's design intent drawings at approximately the 35%, 70% and 95% completion of the drawings and prior to the Lessor's commencement of working/construction drawings. The Government's review and approval of the drawings is limited as to the drawings'

conformance to the specific requirements of the SFO and the agency's needs as they apply to the specific leased space. The Government shall perform all reviews of design intent drawings within ten (10) working days of receipt of such from Lessor. Should the Government require that modifications be made to the Lessor's design intent drawings before approval can be granted, the Government shall state as such in writing to the Lessor, and the Lessor shall have five (5) working days to cure all noted defects before returning the design intent drawings to the Government for a subsequent review. Upon approval of the design intent drawings, a notice to proceed shall be transmitted to the Lessor, and the Lessor shall commence working/construction drawings for the space. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal, based on the Tenant Improvements and associated work as shown on the design intent drawings. This budget proposal shall be completed within 10 working days of the Government's request. Delay of receipt of such proposal shall result in a Lessor delay.

If the Government does not find the Lessor's design intent drawing costs fair and reasonable then the Government shall prepare and provide to the Lessor the Government's approved design intent drawings detailing the Tenant Improvements to be made by the Lessor within the Government-demised area. Design intent drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which include enough information to prepare construction drawings and shall consist of: 1) furniture locations, telephone and data outlet types and locations; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish/color/signage selections. Design intent drawings shall be due to the Lessor within ninety (90) working days from award.

**C. WORKING/CONSTRUCTION DRAWINGS:**

The Lessor shall prepare, out of the Tenant Improvement Allowance, final working/construction drawings for the improvements illustrated on the Government-approved design intent drawings. The working/construction drawings shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government-demised area. Working/construction drawings shall also be annotated with all applicable specifications. The resulting product shall reflect requirements which are substantially the same as that specified by the Government-approved design intent drawings and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's working/construction drawings shall be due to the Government within 21 working days of the Government's approval of the design intent drawings. Working/construction drawings shall clearly identify 1) Tenant Improvements already in place and 2) The work to be done by the Lessor or others. The Government may also require at the time of submission of working/construction drawings that the Lessor submit a written price proposal along with adequate cost and pricing data for any costs or credits to the Government which are beyond the scope of the original SFO and its attachments. Any work shown on the working/construction drawings which is building shell shall be clearly identified as such.

**D. REVIEW OF WORKING/CONSTRUCTION DRAWINGS:**

The Government retains the right to review, and request modifications if necessary the working/construction drawings prior to the Lessor's commencement of construction. The Government's review of the working/construction drawings is limited to the working/construction drawings' conformance to the specific requirements of the SFO and to the approved design intent drawings. The Government shall perform all reviews of working/construction drawings within 15 working days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's working/construction drawings, the Government shall state such in writing to the Lessor, and the Lessor shall have seven (7) calendar days to cure all noted defects before returning the working/construction drawings to the Government for a subsequent review. **UPON FINAL REVIEW OF CONSTRUCTION DRAWINGS AND COMPLETION OF THE TENANT IMPROVEMENT ALLOWANCE COST DETERMINATION AND SETTLEMENT DEFINED IN SECTION 1.13 OF THIS SFO, A NOTICE TO PROCEED SHALL BE TRANSMITTED TO THE LESSOR.** The Lessor shall obtain the necessary permits and shall commence construction of the space. Notwithstanding the Government's review of the working/construction drawings, the Lessor is solely responsible and liable for the technical accuracy of the working/construction drawings in meeting all requirements and provisions of the lease and the Government-approved design intent drawings.

**E. CONSTRUCTION OF TENANT IMPROVEMENTS:**

The Lessor shall construct all Tenant Improvements in accordance with 1) The Government reviewed working/construction drawings and 2) All terms and conditions of the SFO. The Lessor shall complete Tenant Improvements within 120 calendar days of receiving the notice to proceed from the Government. The Lessor shall furnish a detailed construction schedule in Gant chart format, showing key milestones/dates and identifying critical path items, to the Government within seven (7) calendar days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment and system furniture. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate activity of the Government's contractors with the Lessor in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.

**F. ACCEPTANCE OF SPACE:**

1. Fourteen (14) calendar days prior to the completion of interior construction, the Lessor shall issue written notice requesting the Government inspect the premises. The Government shall have seven (7) calendar days to inspect and to either accept or reject the subject space. The Government is not required to accept space prior to the agreed upon occupancy date as shown in the mutually agreed upon construction schedule. **Subsequent to Government acceptance of the space, the Government shall have up to thirty 30 days to move into the space before commencement of rent.**
2. Substantially completed space will be accepted by the Government subject to the completion of minor punch list items. Space which is not substantially complete will not be accepted by the Government. Should the Government reject the Lessor's space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action and when ready shall issue a subsequent notice to inspect to the Government.

3. Before the Government will accept space, the Lessor shall provide to the Contracting Officer 1 Evidence of the issuance of a building permit incorporating the construction of required improvements, 2) A copy of the Certificate of Occupancy, and 3) construction materials, recycling records (See Section 4.2 *Construction Waste Management*).
4. Upon delivery of the leased premises as substantially complete, the Government shall prepare a "punch list" using GSA Form 2480, *List of Defects and Omissions*, setting forth all items not essential to substantial completion and which are not yet complete. The Lessor shall complete all punch list items within 30 days of receipt of this punch list. Until the date of final completion of such punch list items and acceptance thereof by the Government (the "Final Completion Date"), the Government shall withhold from the monthly rental payable by the Government the amount of 5% of each monthly rental amount ("Retainage"). Interest will not accrue on withheld rent under these provisions. If resolution and acceptance of the punch list items is made prior to the 10<sup>th</sup> day of the month, the Government shall pay out retainage to the Lessor with the next monthly rental payment of the month following the month of punch list item acceptance (e.g., If acceptance is made on February 20, payment will be processed with March rent and paid in April per the normal rent payment cycle.)

**G. RENT COMMENCEMENT:**

Rent commencement for the premises, or for any increment of the premises if the premises is accepted incrementally, shall be the day after acceptance is made by the Government. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities. In any event, the Government will not be required to accept space and commence rent prior to the date on the schedule approved by the Government. In any event, the space cannot be accepted until the final flush-out period described in Pgph. 4.4 *Indoor Air Quality During Construction* is complete.

**H. LEASE COMMENCEMENT:**

The Government shall issue GSA Form 276, Supplemental Lease Agreement, to establish the lease commencement date after the acceptance of all space. In any case, the lease commencement date shall not be prior to the rent commencement date.

**3.16 PROGRESS REPORTS (SEP 2000)**

After start of construction, at the Government's discretion, the successful Offeror shall submit to the Contracting Officer, written progress reports at intervals of 14 calendar days. Each report shall include, based upon the items indicated in the approved schedule/Gant chart, information as to 1) Percentage of the work completed by phase and trade; 2) A statement as to expected completion and occupancy date; 3) Changes introduced into the work; and 4) General remarks on circumstances that are or may affect progress of work such as material shortages, strikes, weather, etc. Material safety data sheets (MSDS) information will be included as required. In addition, at the Government's discretion, the Lessor shall conduct weekly meetings to brief Government personnel and/or contractors regarding the progress of design and construction of the Government-demised area. Such meetings shall be held at a location to be designated by the Government.

**3.17 CONSTRUCTION INSPECTIONS**

- A. Construction inspections will be made periodically by the Contracting Officer and/or designated technical representatives to review compliance with the SFO requirements and the final working drawings.
- B. Periodic reviews, tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this SFO.

**3.19 RESTORATION WAIVER**

The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for waste, damages or restoration arising from or related to any alteration by the Government during the term of this lease or any extensions. Alterations may be completed by either the Government and/or the Lessor including initial build out of the leased space and/or any subsequent modifications required during the lease period. At the Government's sole discretion, property remaining in leased space after termination of the lease contract will become the property of the Lessor.

**4.0 GENERAL ARCHITECTURE (SHELL)**

**4.1 QUALITY AND APPEARANCE OF BUILDING EXTERIOR (SEP 2000)**

The space offered shall be located in a modern office building with a facade of stone, marble, brick, stainless steel, aluminum, or other permanent materials in good condition acceptable to the Contracting Officer. If not in a new office building, the space offered shall be in a building that has undergone, or will complete by occupancy, first class restoration or adaptive reuse for office space with modern conveniences. If the restoration work is underway or proposed, then architectural plans acceptable to the Contracting Officer shall be submitted as part of the offer. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically-pleasing appearance including an attractive front and entrance way. The building shall have energy-efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

**4.2 CONSTRUCTION WASTE MANAGEMENT (SEP 2000)**

- A. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a

- B. The Offeror shall submit to the Government a proposal to dispose of or recycle construction waste. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Offeror must provide such information to the Contracting Officer for approval of alternative means of disposal. This requirement shall also apply to subsequent alterations under the lease.
- C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
  - 1. ceiling grid and tile;
  - 2. light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs;
  - 3. duct work and HVAC equipment;
  - 4. wiring and electrical equipment;
  - 5. aluminum and/or steel doors and frames;
  - 6. hardware;
  - 7. drywall;
  - 8. steel studs;
  - 9. carpet, carpet backing, and carpet padding;
  - 10. wood;
  - 11. insulation;
  - 12. cardboard packaging;
  - 13. pallets;
  - 14. windows and glazing materials;
  - 15. all miscellaneous metals (as in steel support frames for filing equipment); and
  - 16. all other finish and construction materials.
- D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCB's) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.
- E. In addition to providing "one-time" removal and recycling of large-scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.
- F. Construction materials recycling records shall be maintained and shall be accessible to the Contracting Officer. Records shall include materials recycled or hauled to land fills, the quantity, date, and identification of any hazardous wastes. Compliance tickers must be retained for review by the Government if requested to do so.

#### **4.3 EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000)**

- A. Items and materials existing in the offered space, or to be removed from the offered space during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbishable condition and shall meet the quality standards set forth by the Government in this SFO. In the absence of definitive quality standards, the Lessor shall ensure that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- B. The Lessor shall submit a reuse plan to the Contracting Officer prior to reusing any materials. The Government shall not pay for existing fixtures and other Tenant Improvements accepted in place. However, the Government will reimburse the Lessor, as part of the TI Allowance, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the Contracting Officer.

#### **4.4 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2000)**

- A. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their installation or use. These include but are not limited to: adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, and janitorial cleaning products.
- B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.



- E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. A final flush-out period of 48 hours to 72 hours shall be provided before occupancy. The Lessor shall ventilate with 100 percent outside air at the recommended air change rate during installation of materials and finishes. Refer to the latest edition of American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. ANSI/(ASHRAE) Standard 62, *Ventilation for Acceptable Indoor Air Quality*. If outside air would cause unacceptable inside temperature levels, humidity levels, and/or air quality, an alternate ventilation plan may be submitted to the Contracting Officer for approval.

#### **4.5 WORK PERFORMANCE (SEP 2000)**

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the Contracting Officer. The Contracting Officer retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other Government or private contracts.

#### **4.6 BUILDING SYSTEMS (JAN 1997)**

Whenever requested, the Lessor shall furnish at no cost to GSA a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

#### **4.7 SPACE EFFICIENCY (SEP 2000)**

The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government at its sole discretion.

#### **4.8 FLOOR PLANS AFTER OCCUPANCY**

Within ten (10) calendar days after the established date of occupancy, an "as-built" construction drawing set as well as architectural plans, scaled at 1/8 inch = 1 foot, showing the premises under lease as well as the entire floor plan/plate of any floors the Government occupies as a part of this Lease. These plans shall indicate corridors, stairways, and core areas. These materials, shall be provided to the Contracting Officer. As-built plans shall be submitted on mylar as reproducible originals as well as on compact disk with digital drawing sheets prepared and ready to plot.

#### **4.9 CAD AS-BUILT FLOOR PLANS (SEP 2000)**

Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer along with the mylar drawings required in the "Floor Plans After Occupancy" paragraph in Section 4.0 *GENERAL ARCHITECTURE* of this SFO and as noted above. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD but not earlier than version 2004. The required file extension is \*.DWG. Clean and purged files shall be submitted, on compact disk. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the Contracting Officer.

#### **4.10 FLOORS AND FLOOR LOAD (SEP 2000)**

All adjoining floor areas shall be 1) On a common level not varying more than 1/4-inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, 2) Non-slip, and 3) Accepted by the Contracting Officer. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ANSI/BOMA Office Area square foot plus 20-pounds per ANSI/BOMA Office Area square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100-pounds per ANSI/BOMA Office Area square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required. To the extent the standards referenced in the preceding sentences conflict with local requirements, the more stringent standard shall apply. The Lessor shall advise the Government if local or other governing codes vary from the minimums noted above so that a determination may be made regarding the appropriate code standard to use.

#### **4.11 EXITS AND ACCESS (SEP 1991)**

Vestibules shall be provided at public entrances and exits. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

#### **4.12 WINDOWS (SEP 2000)**

- A. Office space shall have windows in each exterior bay unless waived by the Contracting Officer.
- B. All windows shall be weather-tight. Operable windows that open shall be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device.

#### **4.13 ACCESSIBILITY (FEB 2007)**

The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

#### **4.14 LANDSCAPING (SEP 2000)**

- A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.
- B. Landscape management practices shall prevent pollution by:
  - 1. employing practices which avoid or minimize the need for fertilizers and pesticides;
  - 2. prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
  - 3. composting/recycling all yard waste.
- C. The Lessor shall use landscaping products with recycled content as required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, [www.epa.gov/cpg](http://www.epa.gov/cpg).
- D. The Contracting Officer shall approve the landscaping to be provided.
- E. All landscaping shall be well maintained. Dead or dying plants, trees, etc. shall be replaced immediately.

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## **5.0 ARCHITECTURAL FINISHES**

### **5.1 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)**

- A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this SFO and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at the [www.epa.gov/cpg/products.htm](http://www.epa.gov/cpg/products.htm) web site.
- B. The Offeror, if unable to comply with both the CPG and RMAN lists, shall submit a request for waiver for each material to the Contracting Officer with initial offers. The request for waiver shall be based on the following criteria:
  - 1. the cost of the recommended product is unreasonable;
  - 2. inadequate competition exists;
  - 3. items are not available within a reasonable period of time; and
  - 4. items do not meet the SFO's performance standards.

### **5.2 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2000)**

- A. The Lessor shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose.
- B. Refer to EPA's environmentally preferable products web site, [www.epa.gov/opptintr/epp](http://www.epa.gov/opptintr/epp). In general, environmentally preferable products and materials do one or more of the following:
  - 1. contain recycled material, are bio-based, or have other positive environmental attributes;
  - 2. minimize the consumption of resources, energy, or water;
  - 3. prevent the creation of solid waste, air pollution, or water pollution; and
  - 4. promote the use of non-toxic substances and avoid toxic materials or processes.

### **5.3 LAYOUT, FINISHES, AND COLORBOARDS (SEP 2000)**

- A. All building finishes shall be for first class, modern space.
- B. If requested by the Contracting Officer, the Lessor shall develop a minimum of three (3) color boards within fifteen (15) calendar days of the request, to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates and vinyl flooring. All samples provided shall be in compliance with specifications set forth elsewhere in this SFO or identified on the Design Intent Drawings. The color boards shall be approved by GSA prior to installation. The Tenant Agency will review the color boards and determine if one color board can be selected for the entire space or if more than one scheme will be needed. If none of the color boards are acceptable, the Lessor may be asked to make changes to the color boards. No substitutes may be made by the Lessor after the color boards are selected.

### **5.4 WOOD PRODUCTS (SEP 2000)**

- A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States web site ([www.fscus.org/](http://www.fscus.org/)) or the Certified Forest Products Council web site ([www.certifiedwood.org/](http://www.certifiedwood.org/)).
- B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site: [www.certifiedwood.org/Resources/CITES/CITESContent.html](http://www.certifiedwood.org/Resources/CITES/CITESContent.html).
- C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

### **5.5 ADHESIVES AND SEALANTS (SEP 2000)**

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals.

### **5.6 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2000)**

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.

(b) (6)



- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578-91.

## 5.7 CEILINGS (SEP 2000)

### A. BUILDING SHELL:

1. Ceilings shall be at least nominally nine (9) feet and no more than twelve (12) feet as measured from finished floor to the lowest overhead fixture, equipment items, or obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures which impede walkways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid.
2. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the premises.
3. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.
4. Should the ceiling be installed in the premises prior to the other TI, the Lessor shall be responsible for all costs associated with the disassembly, storage during alterations, and subsequent re-assembly of any of the ceiling components which may be required to be removed to complete the TI. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the alterations.
5. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre-approved by the Contracting Officer:
  - a. *Restrooms.* Plaster or pointed and taped gypsum board.
  - b. *Offices and Conference Rooms.* Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the Contracting Officer. Tiles or panels shall contain recycled content.
  - c. *Corridors and Eating/Galley Areas.* Plaster or pointed and taped gypsum board or mineral acoustical tile.

## 5.8 WALL COVERINGS (SEP 2000)

### A. BUILDING SHELL:

1. *Physical Requirements.*
  - a. Prior to occupancy, all restrooms on Government-occupied floors shall have 1) ceramic tile in splash areas and 2) vinyl wall covering not less than 13 ounces per square yard as specified in Federal Specification (FS) CCC-W-408C on remaining wall areas or an equivalent pre-approved by the Contracting Officer.
  - b. Prior to occupancy, all elevator areas which access the Government-demised area and hallways accessing the Government-demised area shall be covered with vinyl wall coverings not less than 22 ounces per square yard as specified in FS CCC-W-408C or an equivalent pre-approved by the Contracting Officer.
2. *Replacement.* All wall covering shall be maintained in "like new" condition for the life of the lease. Wall covering shall be replaced or repaired at the Lessor's expense any time during the Government's occupancy if it is torn, peeling or permanently stained; the ceramic tile in the restrooms shall be replaced or repaired if it is loose, chipped, broken, or permanently discolored. All repair and replacement work shall be done after working hours.

### B. TENANT IMPROVEMENT INFORMATION:

1. In the event the Government chooses to install wall covering as part of the Tenant Improvement Allowance, the minimum standard is established as vinyl or polyolefin commercial wall covering weighing not less than 13 ounces per square yard as specified in FS CCC-W-408C or equivalent. The finish shall be pre-approved by the Contracting Officer.
2. All wall covering in the Government-demised area shall be maintained in "like new" condition for the life of the lease. Repair or replacement of wall covering shall be at the Lessor's expense and shall include the moving and returning of furnishings, including system furniture (except where wall covering has been damaged due to the negligence of the Government), any time during the occupancy by the Government if it is torn, peeling, or permanently stained. All repair and replacement work shall be done after working hours.

## 5.9 PAINTING (SEP 2000)

### A. BUILDING SHELL:

1. The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Government-demised area shall be spackled and prime painted with low VOC primer. If any building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements.
2. Public areas shall be painted at least every 3 years.

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**B. TENANT IMPROVEMENT INFORMATION:**

1. Prior to occupancy, all surfaces within the Government-demised area which are designated by GSA for painting shall be newly finished in colors acceptable to GSA.
2. Where feasible, reprocessed or consolidated latex paint with zero or low VOC shall be used in accordance with EPA's CPG on all painted surfaces. The type of paint shall be acceptable to the Contracting Officer. The Lessor shall follow the manufacturer's recommendations for the application and maintenance of all paint products.
3. Painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, including systems furniture any time during the occupancy by the Government if it is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this SFO.

**5.10 DOORS: EXTERIOR (SEP 2000)**

**A. BUILDING SHELL:**

1. Exterior doors shall be provided at the Lessor's expense unless explicitly requested by the Government in addition to those provided by the Lessor. Exterior doors shall be weather-tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.
2. These doors shall have a minimum clear opening of 32" wide x 80" high (per leaf). Doors shall be heavy-duty, flush, 1) hollow steel construction, 2) solid-core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically-pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.

**5.11 DOORS: SUITE ENTRY (SEP 2000)**

**A. TENANT IMPROVEMENT INFORMATION:**

Suite entry doors shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid-core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable by a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, finished with a semi-gloss oil based paint finish.

**5.12 DOORS: INTERIOR (SEP 2000)**

**A. TENANT IMPROVEMENT INFORMATION:**

Doors within the Government-demised area shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 80" high. Doors shall meet the requirements of being a flush, solid-core, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, primed and finished with a low VOC semi-gloss oil based paint with no formaldehyde.

**5.13 DOORS: HARDWARE (NOV 2005)**

**A. BUILDING SHELL:**

Doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.

**B. TENANT IMPROVEMENT INFORMATION:**

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks, and strike plates. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or peened mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent jimmying of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101.

**5.14 DOORS: IDENTIFICATION (SEP 2000)**

**A. BUILDING SHELL:**

All signage required in common areas unrelated to tenant identification shall be provided and installed at the Lessor's expense.

**B. TENANT IMPROVEMENT INFORMATION:**

Door identification shall be installed in approved locations adjacent to office entrances as part of the Tenant Improvement Allowance. The form of door identification shall be approved by the Contracting Officer.

**5.15 PARTITIONS: GENERAL (SEP 2000)**

**A. BUILDING SHELL:**

Partitions in public areas shall be marble, granite, hardwood, sheetrock covered with durable vinyl wall covering, or an equivalent pre-approved by the Contracting Officer.

**5.16 PARTITIONS: PERMANENT (SEP 2000)**

**A. BUILDING SHELL:**

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor at the Lessor's expense as necessary to surround the Government-demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by National Fire Protection Association (NFPA) Standard 101, *Life Safety Code*.

**5.17 PARTITIONS: SUBDIVIDING (SEP 2000)**

**A. BUILDING SHELL:**

Any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

**B. TENANT IMPROVEMENT INFORMATION:**

1. Office subdividing partitions shall comply with applicable building codes and local requirements and shall be provided at the expense of the Government. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the design intent drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).
2. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
3. Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirements.

**5.18 FLOOR COVERING AND PERIMETERS (SEP 2000)**

**A. BUILDING SHELL:**

1. Exposed interior floors in primary entrances and lobbies shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, terrazzo, durable vinyl composite tile, or an equivalent pre-approved by the Contracting Officer. Resilient flooring, or an equivalent pre-approved by the Contracting Officer, shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, carpet base, or an equivalent pre-approved by the Contracting Officer.
2. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is pre-approved by the Contracting Officer.

**B. CARPET – REPAIR OR REPLACEMENT:**

1. Except when damaged by the Government, the Lessor shall repair or replace carpet at the Lessor's expense at any time during the lease term when:
  - a. backing or underlayment is exposed;
  - b. there are noticeable variations in surface color or texture; or
  - c. tears and tripping hazards are present.
2. Repair or replacement shall include the moving and returning of furnishings, including system furniture. Work shall be performed after normal working hours as defined elsewhere in this SFO. The work will be coordinated with the Government.

**C. RESILIENT FLOORING – REPAIR OR REPLACEMENT:**

1. Except when damaged by the Government, the Lessor shall repair or replace resilient flooring at the Lessor's expense at any time during the lease term when:
  - a. it has curls, upturned edges, or other noticeable variations in texture.

2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

**D. TENANT IMPROVEMENT INFORMATION:**

1. Floor covering shall be either carpet or resilient flooring, as specified in the Government's design intent drawings. Floor perimeters at partitions shall have wood, rubber, vinyl, carpet base, or an equivalent pre-approved by the Contracting Officer.
2. The use of existing carpet may be approved by the Contracting Officer; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement for new carpet.
3. If the Government requires restrooms and/or shower rooms in the Government demised area, above code and Toilet Room fixture schedule requirements, then floor covering shall be terrazzo, unglazed ceramic tile, and/or quarry tile.

**E. INSTALLATION:**

Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

**5.19 CARPET TILE (SEP 2000)**

**A. Any carpet to be newly installed shall meet the following specifications:**

1. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF), soil-hiding nylon or polyethylene terephthalate (PET) resin.
2. *Environmental Requirements.* The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.
3. *Carpet Pile Construction.* Carpet pile construction shall be tufted level loop, level cut pile, or level cut/uncut pile.
4. *Pile Weight.* Pile weight shall be a minimum of 26 ounces per square yard for level loop and cut pile. Pile weight shall be a minimum of 32 ounces per square yard for plush and twist.
5. *Secondary Back.* The secondary back shall be polyvinyl chloride, ethylene vinyl acetate, polyurethane, polyethylene, bitumen, or olefinic hardback reinforced with fiberglass.
6. *Total Weight.* Total weight shall be a minimum of 130 ounces per square yard.
7. *Density.* The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.
8. *Pile Height.* The minimum pile height shall be 1/8 inch. The combined thickness of the pile, cushion, and backing height shall not exceed 1/2 inch (13 mm).
9. *Static Buildup.* Static buildup shall be a maximum of 3.5 kilovolt, when tested in accordance with AATCC-134.
10. *Carpet Construction.* Carpet construction shall be a minimum of 64 tufts per square inch.

**5.20 ACOUSTICAL REQUIREMENTS (SEP 2000)**

**A. BUILDING SHELL:**

1. *Reverberation Control.* Ceilings in carpeted space shall have a noise reduction coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. Ceilings in offices, conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.
2. *Ambient Noise Control.* Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE *Handbook of Fundamentals* in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.
3. *Noise Isolation.* Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:
  - a. Conference rooms: NIC 40
  - b. Offices: NIC 35
4. *Testing.*
  - a. The Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.
  - b. The requirements of this paragraph shall take precedence over any additional specifications in this SFO if there is a conflict.

**5.21 WINDOW COVERINGS (SEP 2000)**

**A. TENANT IMPROVEMENT INFORMATION:**

1. *Window Blinds.* All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the Tenant Improvement Allowance. The blinds may be aluminum or plastic vertical blinds or horizontal

blinds with aluminum slats of 1-inch width or less or an equivalent pre-approved by the Contracting Officer. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer.

2. **Draperies.** If draperies are required, the following minimum specifications shall apply:

- a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be either floor-, apron-, or sill-length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from either the center, right, or left side.
- b. Construction. Any draperies to be newly installed, shall be made as follows:
  - i. Fullness of 100 percent, including overlap, side hems, and necessary returns;
  - ii. Double headings of 4 inches turned over a 4-inch permanently finished stiffener;
  - iii. Doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
  - iv. Three-fold pinch pleats;
  - v. Safety stitched intermediate seams;
  - vi. Matched patterns;
  - vii. Tacked corners; and
  - viii. No raw edges or exposed seams.
- c. Use of existing draperies must be approved by the Contracting Officer.

**5.22 BUILDING DIRECTORY (SEP 2000)**

**A. BUILDING SHELL:**

A tamper-proof directory with lock shall be provided in the building lobby listing the Government agency(ies). It must be acceptable to the Contracting Officer.

**5.23 FLAG POLE (SEP 2000)**

**A. BUILDING SHELL:**

If the Government is the sole occupant of the building, a flag pole shall be provided at a location to be approved by the Contracting Officer. The flag will be provided by the Government. This requirement may be waived if determined inappropriate by GSA.

**6.0 MECHANICAL, ELECTRICAL, PLUMBING**

**6.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SEP 2000)**

**A. BUILDING SHELL:**

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

**6.2 ENERGY COST SAVINGS (SEP 2000)**

- A. The Offeror is encouraged to use 1) Energy Savings Performance Contracts (ESPC) or 2) utility agreements to achieve, maintain, and/or exceed the ENERGY STAR Benchmark Score of 75. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable. The ENERGY STAR Online Benchmark Tool can be found at the [www.epa.gov/energystar](http://www.epa.gov/energystar) web site.
- B. All new construction shall achieve an ENERGY STAR Building Label within 1 year after reaching 95 percent occupancy and will continue to retain the ENERGY STAR Building Label if the level of performance is maintained.
- C. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform ESPC, as well as additional information on cost-effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the [www.eren.doe.gov/femp](http://www.eren.doe.gov/femp) web site, or call the FEMP Help Desk at 1-800-566-2877.

**6.3 DRINKING FOUNTAINS (SEP 2000)**

**A. BUILDING SHELL:**

The Lessor shall provide, on each floor of office space, a minimum of one chilled drinking fountain within every 150 feet, 0 inches of travel distance.

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#### 6.4 TOILET ROOMS (SEP 2000)

##### A. BUILDING SHELL:

1. Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities shall be located so that employees will not be required to travel more than 200 feet, 0 inches on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
2. Each main toilet room shall contain the following equipment:
  - a. a mirror above the lavatory;
  - b. a toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing;
  - c. a coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories;
  - d. at least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories;
  - e. a coin-operated sanitary napkin dispenser in women's toilet rooms with a waste receptacle for each water closet stall;
  - f. ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet, 6 inches;
  - g. a disposable toilet seat cover dispenser; and
  - h. a counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt-type convenience outlet located adjacent to the counter area.

B. If newly installed, toilet partitions shall be made from recovered materials as listed in EPA's CPG.

#### 6.5 TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000)

##### A. BUILDING SHELL:

1. The toilet fixture schedule specified below shall be applied to each full floor based on one person for each 135 ANSI/BOMA Office Area square feet of office space in a ratio of 50 percent men and 50 percent women.
2. Refer to the schedule separately for each sex.

NUMBER OF MEN or WOMEN			WATER CLOSETS	LAVATORIES
1	-	15	1	1
16	-	35	2	2
36	-	55	3	3
56	-	60	4	3
61	-	80	4	4
81	-	90	5	4
91	-	110	5	5
111	-	125	6	5
126	-	150	6	**
> 150			***	
<hr/>				
• In men's facilities, urinals may be substituted for 1/3 of the water closets specified.				
** Add one lavatory for each 45 additional employees over 125.				
*** Add one water closet for each 40 additional employees over 150.				

##### 3. For new installations:

- a. Water closets shall not use more than 1.6 gallons per flush.
- b. Urinals shall not use more than 1.0 gallons per flush.
- c. Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 pounds per square inch.

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## 6.6 JANITOR CLOSETS (SEP 2000)

### A. BUILDING SHELL:

Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.

## 6.7 HEATING AND AIR CONDITIONING (SEP 2000)

### A. BUILDING SHELL:

1. Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.
2. During non-working hours, heating temperatures shall be set no higher than 55 degrees Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field Office Manager.
3. Simultaneous heating and cooling are not permitted.
4. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
5. *Equipment Performance.* Temperature control for office spaces shall be assured by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/sq.ft. to minus 1.5 W/sq.ft. from initial design requirements of the tenant.
6. *HVAC Use During Construction.* The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
  - a. a complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
  - b. no permanent diffusers are used;
  - c. no plenum-type return air system is employed;
  - d. the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
  - e. following the building "flush-out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.
7. *Ductwork Re-use and Cleaning.* Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
8. *Insulation.* All insulation shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
9. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.

### B. TENANT IMPROVEMENT INFORMATION:

1. *Zone Control.* Individual thermostat control shall be provided for office space with control areas not to exceed 2,000 ANSI/BOMA Office Area square feet. Areas which routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Concealed package air conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.
2. Telecommunications (IDF/MDF) rooms must be maintained in the range of 68 Degrees to 72 degrees Fahrenheit at all times.

## 6.8 VENTILATION (SEP 2000)

- A. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*.
- B. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, *Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size*. Pre-filters shall be 30 percent to 35 percent efficient. Final filters shall be 80 percent to 85 percent efficient for particles at 3 microns.
- C. Where the Lessor proposes that the Government shall pay utilities, the following shall apply:
  1. an automatic air or water economizer cycle shall be provided to all air handling equipment, and

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2. the building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

**6.9 VENTILATION: TOILET ROOMS (DEC 1993)**

Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

**6.10 ELECTRICAL: GENERAL (SEP 2000)**

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Distribution panels shall be circuit breaker type with 10 percent spare power load and circuits.

**6.11 ELECTRICAL: DISTRIBUTION (SEP 2000)**

**A. BUILDING SHELL:**

1. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads plus 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs plus 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available.
2. Main distribution for standard office occupancy shall be provided at the Lessor's expense. In no event shall such power distribution (not including lighting and HVAC) for the Government-demised area fall below 7W per ANSI/BOMA Office Area square foot.
3. Convenience outlets shall be installed in accordance with NFPA Standard 70, *National Electrical Code*, or local code, whichever is more stringent.

**B. TENANT IMPROVEMENT INFORMATION:**

1. All electrical, telephone, and data outlets within the Government-demised area shall be installed by the Lessor at the expense of the Government in accordance with the design intent drawings. All electrical outlets shall be installed in accordance with NFPA Standard 70, or local code, whichever is more stringent.
2. All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor.
3. The Lessor shall ensure that outlets and associated wiring (for electricity, voice, and data) to the workstation(s) shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Contracting Officer. In any case, cable on the floor surface shall be minimized.

**6.12 ELECTRICAL: ADDITIONAL DISTRIBUTION SPECIFICATIONS**

If the Offeror proposes that building maintenance will be the responsibility of the Government, the Lessor shall provide duplex utility outlets in toilets, corridors, and dispensing areas for maintenance purposes at no cost to the Government. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

**6.13 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)**

**A. BUILDING SHELL:**

1. Sufficient space shall be provided on the floor(s) where the Government occupies space for the purposes of terminating telecommunications service into the building. The building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch.
2. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:
  - a. TIA/EIA-568, *Commercial Building Telecommunications Cabling Standard*,
  - b. TIA/EIA 569, *Commercial Building Standard for Telecommunications Pathways and Spaces*,
  - c. TIA/EIA-570, *Residential and Light Commercial Telecommunications Wiring Standard*, and
  - d. TIA/EIA-607, *Commercial Building Grounding and Bonding Requirements for Telecommunications Standard*.
3. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, *National Electrical Code*, and other applicable NFPA standards and/or local code requirements.

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**B. TENANT IMPROVEMENT INFORMATION:**

1. Telecommunications floor or wall outlets shall be provided as required. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, or columns. Offeror must show how electric, data and voice pathways will be accomplished and all methods must be approved by the Contracting Officer. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.
2. Any ground floor space must provide under floor duct system or alternate system for electrical and phone distribution as approved by the contracting officer.

**6.14 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SEP 2000)**

**A. BUILDING SHELL:**

1. The Government reserves the right to contract its own telecommunications (voice, data, and video, Internet or other emerging technologies) service in the space to be leased. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.
2. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing building wiring to connect its services to the Government's space. If the existing building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the building to the Government's floor space, subject to any inherent limitations in the pathway involved.
3. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required. Access from the antenna (e) to the leased space shall be provided.
4. The Lessor shall allow the Government's designated telecommunications providers to affix antennae and transmission devices throughout its leased space and in appropriate common areas frequented by the Government's employees so as to allow the use of wireless telephones and communications devices necessary to conduct business.

**B. TENANT IMPROVEMENT INFORMATION:**

Should the Government's security requirements require sealed conduit to house the telecommunications transmission medium, the Lessor shall provide such conduit at the expense of the Government.

**6.15 DATA DISTRIBUTION (SEP 2000)**

**A. TENANT IMPROVEMENT INFORMATION:**

The Government shall at its expense be responsible for purchasing and installing data cable. The Lessor shall ensure that data outlets and the associated wiring used to transmit data to workstations shall be safely concealed in floor ducts, walls, columns, or below access flooring. The Lessor shall provide outlets, which shall include rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop.

**6.16 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SEP 2000)**

**A. TENANT IMPROVEMENT INFORMATION:**

1. The Lessor shall provide as part of the Tenant Improvement Allowance separate data, telephone, and electric junction boxes for the base feed connections to Government-provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of three (3) general-purpose 120-V circuits with one (1) neutral and one (1) ground wire, and a 120-V isolated-ground circuit with one (1) neutral and one (1) isolated-ground wire. A 20-ampere circuit shall have no more than eight (8) general-purpose receptacles or four (4) isolated-ground "computer" receptacles.
2. The Government shall at its expense be responsible for purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall-mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.
3. The Lessor shall furnish and install suitably sized junction boxes in the vicinity of the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government-approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed during Phase 2. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify

the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

4. PHASE 2 involves the Lessor's electrical contractor connecting power poles or base feeds in the junction boxes to the furniture electrical system and testing all pre-wired receptacles in the systems furniture. It also involves other Government contractors who will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. All Phase 2 work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits.

#### 6.17 ADDITIONAL ELECTRICAL CONTROLS

If the Offeror proposes that the Government pay separately for electricity, no more than 500 square feet of office may be controlled by one switch or automatic light control for all space on the Government meter, either through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the Contracting Officer.

#### 6.18 ELEVATORS (FEB 2007)

- A. The Lessor shall provide suitable passenger and freight elevator service to any Government-demised area not having ground level access. Service shall be available during the hours specified in the "Normal Hours" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. However, one passenger and one freight elevator shall be available at all times for Government use. The freight elevator shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

- B. CODE:

Elevators shall conform to the current edition of the American Society of Mechanical Engineers ANSI/(ASME) A17.1, *Safety Code for Elevators and Escalators*, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall. Elevator lobby smoke detectors shall not activate the building fire alarm system but shall signal the fire department or central station services and capture the elevators. The elevator shall be inspected and maintained in accordance with the current edition of the ANSI/ASME A17.2, *Inspectors' Manual for Elevators*. All elevators shall meet ABAAS requirements.

- C. SAFETY SYSTEMS:

Elevators shall be equipped with telephones or other two-way emergency signaling systems. The system used shall be marked and shall reach an emergency communication location staffed during normal operating hours when the elevators are in service. When Government occupancy is 3 or more floors above grade, automatic elevator emergency recall is required.

- D. SPEED:

The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 square feet per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

- E. INTERIOR FINISHES:

Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the Contracting Officer. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer.

#### 6.19 LIGHTING: INTERIOR AND PARKING (FEB 2007)

- A. BUILDING SHELL:

1. The Lessor shall provide interior lighting, as part of the building shell cost, in accordance with the following:

- a. Modern, diffused fluorescent fixtures using no more than 2.0 W per ANSI/BOMA Office Area square foot shall be provided. Such fixtures shall be capable of producing a light level of 50 average maintained foot-candles at working surface height throughout the space. Tubes shall then be removed to provide 1) 30 foot-candles in portions of work areas other than work surfaces and 2) 1 foot-candle to 10 foot-candles, or minimum levels sufficient to ensure safety, in non-working areas. Exceptions may be granted by the GSA Buildings Manager. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.

- b. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have 5 foot-candles for doorway areas, 3 foot-candles for transition areas (including stairwells), and at least 1 foot-candle overlapping throughout the lot, except where local codes conflict. Illumination shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards. The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage crimes against persons.
- c. Exterior building lighting must have emergency power backup to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.
- d. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. Daylight dimming controls shall be used in atriums or other space where daylight can contribute to energy savings.
- e. Lighting shall be controlled by occupancy sensors arranged to control open areas, individual offices, conference rooms, toilet rooms within the Government-demised area, and all other programmed spaces or rooms within the leased space. The control system shall provide an optimal mix of infrared and ultrasonic sensors suitable for the configuration and type of space. Occupancy sensors shall be located so that they have a clear view of the room or area they are monitoring. No more than 1,000 ANSI/BOMA Office Area square feet of open space shall be controlled by occupancy sensor. All occupancy sensors shall have manual switches to override the light control. Such switches shall be located by door openings in accordance with ABAAS. If light switches are to be used instead of occupancy sensors or in combination with occupancy sensors, the Offeror shall notify the Government during the negotiation process.

## **7.0 SERVICES, UTILITIES, MAINTENANCE**

### **7.1 SERVICES, UTILITIES, MAINTENANCE: GENERAL**

Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor shall have a building superintendent or a locally designated representative available to promptly correct deficiencies.

### **7.2 NORMAL HOURS**

Services, utilities, and maintenance shall be provided daily, extending 6:00 a.m. to 6:00 p.m. except Saturdays, Sundays, and federal holidays.

### **7.3 OVERTIME USAGE (JAN 1997)**

- A. The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.
- B. Reimbursement to the Lessor for overtime heating or cooling will be at the hourly rate established in the contract.

### **7.4 UTILITIES**

The Lessor shall ensure that utilities necessary for operation are provided and that all associated costs are included as a part of the established rental rate.

### **7.5 BUILDING OPERATING PLAN**

If the cost of utilities is not included as part of the rental consideration, the Offeror shall submit a building operating plan with the offer. Such plan shall include a schedule of startup and shutdown times for operation of each building system, such as lighting, HVAC, and plumbing which is necessary for the operation of the building. Such plan shall be in operation on the effective date of the lease.

### **7.6 JANITORIAL SERVICES (SEP 2000)**

- A. Cleaning shall be performed during the time the Tenant Agency is open for business and an authorized agency representative is present.

#### **B. SELECTION OF CLEANING PRODUCTS:**

The Lessor shall make careful selection of janitorial cleaning products and equipment to:

1. Use products that are packaged ecologically;
2. Use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and
3. Minimize the use of harsh chemicals and the release of irritating fumes.
4. Examples of acceptable products may be found at <http://pub.fss.gsa.gov>

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**C. SELECTION OF PAPER PRODUCTS:**

The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

- D. The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

1. *Daily.* Empty trash receptacles and clean ashtrays. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.

2. *Three Times a Week.* Sweep or vacuum stairs.

3. *Weekly.* Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

4. *Every Two Weeks.* Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.

5. *Monthly.* Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.

6. *Every Two Months.* Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

7. *Three Times a Year.* Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

8. *Twice a Year.* Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.

9. *Annually.* Wash all Venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

10. *Every Two Years.* Shampoo carpets in all offices and other non-public areas.

11. *Every Five Years.* Dry clean or wash (as appropriate) all draperies.

12. *As Required.* Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Control pests as appropriate, using Integrated Pest Management techniques.

**7.7 SCHEDULE OF PERIODIC SERVICES**

Within 60 days after occupancy by the Government, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

**7.8 LANDSCAPE MAINTENANCE**

Performance will be based on the Contracting Officer's evaluation of results and not the frequency or the method of performance. Landscape maintenance shall be performed during the growing season on a weekly cycle and shall consist of watering, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as needed basis. In addition, dead or dying plants shall be replaced.

**7.9 FLAG DISPLAY**

The Lessor shall be responsible for flag display on all workdays and federal holidays. The Government will provide instructions when flags shall be flown at half-staff.

**7.10 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2000)**

- A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy-efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative.

- B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.

## **8.0 SAFETY AND ENVIRONMENTAL MANAGEMENT**

### **8.1 CERTIFICATE OF OCCUPANCY (MAY 2005)**

The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue Certificates of Occupancy, the Offeror shall obtain the services of a licensed fire protection engineer to verify the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided.

### **8.2 FIRE PROTECTION AND LIFE SAFETY (MAY 2005)**

- A. Offered space shall meet or be upgraded to meet prior to occupancy, the applicable egress requirements in the National Fire Protection Association (NFPA) 101, *Life Safety Code*, or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government.
- B. Offered space shall provide unrestrictive access to a minimum of two remote exits on each floor of Government occupancy. Scissor stairs shall only be counted as one approved exit. Open air exterior fire escapes shall not be counted as an approved exit.

### **8.3 AUTOMATIC FIRE SPRINKLER SYSTEM (MAY 2005)**

- A. Offered space located below-grade, including parking garage areas, and all areas in a building referred to as "hazardous areas" (defined in NFPA 101) that are located within the entire building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For buildings in which any portion of the offered space is on or above the sixth floor, then, at a minimum, the building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For buildings in which any portion of the offered space is on or above the sixth floor, and lease of the offered space will result, either individually or in combination with other Government leases in the offered building, in the Government leasing 35,000 square feet or more ANSI/BOMA Office Area square feet of space in the offered building, then the entire building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic sprinkler system(s) shall be maintained in accordance with the requirements of the applicable local codes or NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems*.
- E. Definitions:
1. "Automatic sprinkler system" means an electronically supervised, integrated system of underground and overhead piping, designed in accordance with National Fire Protection Association (NFPA) 13, *Installation of Sprinkler Systems*. The system is usually activated by heat from fire and discharges water over the fire area. The system includes an adequate water supply.
  2. "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.

### **8.4 FIRE ALARM SYSTEM (MAY 2005)**

- A. A building-wide fire alarm system shall be installed in buildings in which any portion of the offered space is located 2 or more stories above the lowest level of exit discharge. The fire alarm system shall meet the installation and operational requirements of the applicable local codes and ordinances (current as of the date of this SFO) adopted by the jurisdiction in which the building is located.
- B. The fire alarm system shall be maintained in accordance with the requirements of the applicable local codes or NFPA 72, *National Fire Alarm Code*. The fire alarm system wiring and equipment shall be electrically-supervised and shall automatically notify the local fire department or approved central station. Emergency power shall be provided for the fire alarm system.

### **8.5 OSHA REQUIREMENTS (SEP 2000)**

The Lessor shall maintain buildings and space in a safe and healthful condition according to OSHA standards.

### **8.6 ASBESTOS (SEP 2000)**

The leased space shall be free of all asbestos-containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

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## 8.7 INDOOR AIR QUALITY (SEP 2000)

- A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO - 9 ppm time-weighted average (TWA - 8-hour sample); CO<sub>2</sub> - 1,000 ppm (TWA); HCHO - 0.1 ppm (TWA).
- B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.
- C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government-demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.
- E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within 1) the Government-demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.

## 8.8 RADON IN AIR (SEP 2000)

- A. The radon concentration in the air of space leased to the Government shall be less than EPA's action concentration for homes of 4 Pico Curies per liter (pCi/L), herein called "EPA's action concentration."
- B. INITIAL TESTING:
  - 1. The Lessor shall 1) test for radon that portion of space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (space on the third or higher floor above grade need not be measured); 2) report the results to the Contracting Officer upon award; and 3) promptly carry out a corrective action program for any radon concentration which equals or exceeds the EPA action level.
  - 2. *Testing sequence.* The Lessor shall measure radon by the standard test in subparagraph D.1, completing the test not later than 150 days after award, unless the Contracting Officer decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in subparagraph D.2.
  - 3. If the space offered for lease to the Government is in a building under construction or proposed for construction, the Lessor shall, if possible, perform the standard test during buildout before Government occupancy of the space. If the Contracting Officer decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.
- C. CORRECTIVE ACTION PROGRAM:
  - 1. *Program Initiation and Procedures.*
    - a. If either the Government or the Lessor detect radon at or above the EPA action level at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the EPA action level before Government occupancy.
    - b. If either the Government or the Lessor detect a radon concentration at or above the EPA action level at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.
    - c. If either the Government or the Lessor detect a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the EPA action level and certifies the space for re-occupancy.
    - d. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in building condition or operation which would affect the program or increase the radon concentration to or above the EPA action level.
  - 2. The Lessor shall perform the standard test in subparagraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in subparagraph D.2 to determine whether the space may be occupied but shall begin the standard test concurrently with the short test.
  - 3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant re-occupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.

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4. If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the EPA action level, the Government may implement a corrective action program and deduct its costs from the rent.

**D. TESTING PROCEDURES:**

1. **Standard Test.** Place alpha track detectors or electret ion chambers throughout the required area for 91 or more days so that each covers no more than 2,000 ANSI/BOMA Office Area square feet. Use only devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.
2. **Short Test.** Place alpha track detectors for at least 14 days, or electret ion chambers or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ANSI/BOMA Office Area square feet, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

**8.9 RADON IN WATER (SEP 2000)**

- A. The Lessor shall demonstrate that water provided in the leased space is in compliance with EPA requirements and shall submit certification to the Contracting Officer prior to the Government occupying the space.
- B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action level.

**8.10 HAZARDOUS MATERIALS (OCT 1996)**

The leased space shall be free of hazardous materials according to applicable federal, state, and local environmental regulations.

**8.11 RECYCLING (SEP 2000)**

Where state and/or local law, code, or ordinance require recycling programs for the space to be provided pursuant to this SFO, the successful Offeror shall comply with such state and/or local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. In all other cases, the successful Offeror shall establish a recycling program in the leased space where local markets for recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.

**8.12 OCCUPANT EMERGENCY PLANS (NOV 2005)**

The Lessor is required to participate in the development and implementation of the Government Occupant Emergency Plan. The Occupant Emergency Plan shall include procedures for notification of the Lessor's building engineer or manager, building security, local emergency personnel, and GSA personnel for possible shutdown of the air-handling units.

**9.0 LEASE SECURITY STANDARDS**

**9.1 GENERAL REQUIREMENTS (NOV 2005)**

**A. Overview of Lease Security Standards:**

1. The Government will determine security standards for facilities and agency space requirements. Security standards will be assessed based upon tenant agency mix, size of space requirement, number of employees, use of the space, location of the facility, configuration of the site and lot, and public access into and around the facility. The Government will designate a security level from Level I to Level IV for each space requirement. The Contracting Officer (or the Contracting Officer's designated representative) will provide the security level designation as part of the space requirement. A copy of the Government's security standards is available at [www.oca.gsa.gov](http://www.oca.gsa.gov).
2. The Contracting Officer (or the Contracting Officer's designated representative) will identify all required security standards.
3. Within **120 days** after lease award, or at the time of submission of working/construction drawings, whichever is earlier, the Lessor shall provide the Government with itemized costs of the security items in this section. Additionally, the Lessor shall provide the cost per square foot of those items designated as "shell" in this section as submitted in the final offer.
4. A security level designation may be determined by the individual space requirement or by the assessed, cumulative tenant agency mix within a given facility. If an Offeror is offering space in a facility currently housing a federal agency, the security level designation of the facility may be increased and the Offeror may be required to adhere to a higher security standard than other Offerors competing for the same space requirement. If two or more federal space requirements are being competed at the same time, an Offeror submitting on both or more space requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the Offeror's proposal accordingly.
5. **Level I** requirements have been incorporated into the paragraphs entitled, *Lighting: Interior and Parking*, and *Doors: Hardware* as part of this SFO. If this SFO is used for a Level I space requirement, the Level II lease security standards, as determined by the Government, shall become the minimum lease security standards for this requirement.

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**9.2 DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2005)**

The Lessor shall provide a level of security that reasonably prevents unauthorized entry to the space during non-duty hours and deters loitering or disruptive acts in and around the space leased. The Lessor shall ensure that security cameras and lighting are not obstructed.

**9.3 ACCESS TO UTILITY AREAS (NOV 2005)**

Utility areas shall be secure, and only authorized personnel shall have access.

**9.4 EMERGENCY POWER TO CRITICAL SYSTEMS (TENANT IMPROVEMENT) (NOV 2005)**

Emergency power backup is required for all alarm systems, CCTV monitoring devices, fire detection systems, entry control devices, lighting, etc., and special equipment, as identified elsewhere in the SFO.

**9.5 MECHANICAL AREAS AND BUILDING ROOFS (NOV 2005)**

- A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas.
- B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

**9.6 ACCESS TO BUILDING INFORMATION (NOV 2005)**

Building Information, including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures, shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. The Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

**9.7 POSTING OF GOVERNMENT RULES AND REGULATIONS (TENANT IMPROVEMENT) (NOV 2005)**

The Government will post applicable Government rules and regulations at the entrance to any Government-occupied space for such things as, but not limited to, barring the unauthorized possession of firearms and dangerous weapons. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards.

**9.8 DEVELOPMENT, IMPLEMENTATION, AND PERIODIC REVIEW OF OCCUPANT EMERGENCY PLANS (NOV 2005)**

The Lessor shall cooperate and participate in the development of an Occupant Emergency Plan (OEP) and if necessary, a supplemental Sheltering-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising the OEP and SIP plan(s).

**9.9 BUILDING SECURITY PLAN (NOV 2005)**

The Offeror shall provide a Pre-Lease Building Security Plan, as attached, with the offer that addresses its compliance with the lease security standards, as described in this SFO and its attachments.

**9.10 ADDITIONAL SECURITY MEASURES AS DETERMINED BY THE GOVERNMENT (NOV 2005)**

The Government reserves the right, prior to the submission of final revised proposals, to require additional security measures to meet specific tenant occupancy requirements, as may be determined by the Government's building security assessment or any type of Government risk assessment evaluation of the proposed building, location, and tenant mix.

**9.11 BACKGROUND SECURITY CHECKS (NOV 2005)**

Background Security Checks for Contract Service Personnel:

- A. The Government will conduct background checks on contractors with routine access to Government leased space.
- B. The Lessor shall submit completed fingerprint charts and personal history statements for each employee of the Lessor as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased space. The Government may also require this information for employees of the Lessor, the Lessor's contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space. For the purpose of this requirement, routine access shall be any period beyond 30 calendar days.
- C. The Contracting Officer will furnish the Lessor with Form FD-258, Fingerprint Chart, and Form 176, Statement of Personal History, to be completed by each person and returned by the Lessor to the Contracting Officer (or the Contracting Officer's designated representative) within 10 working days from receipt of the forms. Based on the information furnished, the Government will conduct security checks of the employees. The Contracting Officer will advise the Lessor in writing if an employee fails the check, and effective immediately, such employee will no longer be allowed to work or be assigned to work in the Government's space.

- D. Throughout the life of the lease, the Lessor shall provide the same data for any new employee(s), contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor/subcontractor is subsequently replaced, the new contractor/subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor/subcontractor. The Lessor shall resubmit Form FD-258 and Form 176 for every employee covered by this paragraph on a 3-year basis.

**9.12 ENTRY SECURITY: INTRUSION DETECTION SYSTEM WITH CENTRAL MONITORING CAPABILITY (NOV 2005)**

The Lessor shall permit installation of a perimeter Intrusion Detection System (IDS) to be operated and maintained by the Government.

**9.13 ENTRY SECURITY: PEEPHOLES (TENANT IMPROVEMENT) (NOV 2005)**

The Lessor shall provide and install peepholes in all doors to the Government-occupied space as an effective visual recognition system for small offices. This system shall comply with the Architectural Barriers Act, section F230.1.

**9.14 SECURE HVAC: OUTDOOR AIR INTAKES (BUILDING SHELL) (NOV 2005)**

- A. The outdoor air intakes shall be located on a secure roof or high sidewall and not within 30 feet of the loading dock; otherwise the Lessor shall either relocate, extend, or secure intakes as described below:

1. *Outdoor air intakes shall be relocated.* The lowest edge of the outdoor air intakes shall be placed 40 feet, 0 inches above grade and not less than 30 feet, 0 inches from the loading dock. Access shall be locked and secured, if feasible. For increased visibility of suspicious items, moat areas and other ground level areas surrounding outside air intakes shall be completely free of trash, debris or any other matter.
2. *Outdoor air intakes shall be extended.* If relocation is not feasible, as approved by the Government, intake extensions shall be constructed without creating adverse effects on HVAC performance. The higher the extensions, the better, as long as other design constraints (excessive pressure loss, dynamic and static loads on structure) are considered. An extension height of 40 feet, 0 inches is required unless adverse effects on HVAC performance can be demonstrated. The entrance to the intake shall be covered with a sloped metal mesh to reduce the threat of objects being tossed in the intake. A minimum slope of 45 degrees may be required. Extension height shall be increased where existing platforms or building features (e.g., loading docks, retaining walls) might provide access to the outdoor air intakes.
3. *A security zone around outdoor air intakes shall be established.* When outdoor air intakes are publicly accessible and relocation or physical extensions are not viable options or are cost prohibitive, perimeter barriers that prevent public access to outdoor air intake areas shall be required based on the Government's building security assessment. Iron fencing or similar see-through barriers may be required. The restricted area shall also include an open buffer zone between the public areas and the intake louvers. The Government will have the right to monitor the buffer zone by physical security and/or closed circuit television (CCTV). Security lighting or intrusion detection sensors are required and shall be provided and installed by the Lessor.

**9.15 SECURE HVAC: AIRBORNE HAZARDS (NOV 2005)**

Air-handling units shall be able to be shut down in response to a threat. Procedures shall be in place for notification of the Lessor's building engineer or manager, building security guard desk, local emergency personnel, GSA personnel, and Contracting Officer for possible shut-down of the air handling units serving the mailroom and/or any other possibly affected areas of the building to minimize contamination, as deemed appropriate to the hazard.

**9.16 SHATTER-RESISTANT WINDOW PROTECTION REQUIREMENTS (NOV 2005) (BUILDING SHELL)**

- A. The Lessor shall provide and install wet-glazed or mechanically attached, shatter-resistant material not less than 0.18 millimeters (7 mil) thick on all exterior windows in Government-occupied space. The Offeror shall provide a description of the shatter-resistant window system in the attached "Pre-Lease Building Security Plan" for evaluation by the Government. Alternatively,
- B. The Lessor shall provide certification from a licensed professional engineer that the window system conforms to a minimum glazing performance condition of "3B" for a high protection level and a low hazard level. Window systems shall be certified as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software to have satisfied the specified performance condition using the test methods provided in the *US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings* or ASTM F1642-04 *Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings*.

**9.17 TEMPORARY SECURITY UPGRADE DUE TO IMMEDIATE THREAT (NOV 2005)**

The Government reserves the right, at its own expense and with its own personnel, to temporarily heighten security in the building under lease during heightened security conditions due to emergency situations such as terrorist attacks, natural disaster, and civil unrest.

**9.18 SECURITY DESIGN CRITERIA (NOV 2005)**

- A. Security Design Criteria:

The Lessor shall ensure that the building design conforms to the standards detailed in the latest version of the Interagency Security Committee's (ISC) *Security Design Criteria*. A copy of the criteria is available at [www.oca.gsa.gov](http://www.oca.gsa.gov).

10.0 SPECIAL REQUIREMENTS

SFO NO. GS-05B-17902  
2/19/2007

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## AMENDMENT 1 TO SOLICITATION FOR OFFERS GS-05B-17902

Dated 2-19-07

IRS – Grand Rapids, Michigan

August 1, 2007

Solicitation for Offers (SFO) GS-05B-17902 is amended as follows:

1. Section 1.1, *AMOUNT AND TYPE OF SPACE (SEP 2000)* is deleted and replaced with the following:

### **"1.1 AMOUNT AND TYPE OF SPACE (SEP 2000)**

- A. The General Services Administration ("GSA", "Government") is interested in leasing approximately 35,506 rentable square feet (RSF) of space ("space" or "premises"). The rentable space shall yield a minimum of 28,069 ANSI/BOMA Office Area (previously termed Usable) square feet to a maximum of 32,279 ANSI/BOMA Office Area (previously termed Usable) square feet, for use by the tenant for personnel, furnishings, and equipment (Refer to the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this Solicitation for Offers (SFO)).
- B. The Offer shall 1) be for space located in a quality building of sound and substantial construction as described in this SFO, 2) have a potential for efficient layout, 3) be within the square footage range to be considered, and 4) be in compliance with all of the Government's minimum requirements set forth herein.
- C. To demonstrate potential for efficient layout, the Offeror may be requested to provide a test fit layout at the Offeror's expense when the space offered contains certain features such as:
  1. Narrow column spacing;
  2. Atriums, light wells, or other areas interrupting contiguous spaces;
  3. Extremely long, narrow runs of space;
  4. Irregular space configurations; or
  5. Other unusual building features.
- D. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The Offeror will have the option of increasing the ANSI/BOMA Office Area square footage offered, provided that it does not exceed the maximum ANSI/BOMA Office Area square footage in this SFO. If the Offeror is already providing the maximum ANSI/BOMA Office Area square footage and cannot house the Government's space requirements, then the Government will advise the Offeror that the offer is unacceptable.
- D. Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA Office Area square feet."

2. Section 3.15.B., *CONSTRUCTION SCHEDULE OF TENANT IMPROVEMENTS (SEP 2000)* - B. *DESIGN INTENT DRAWINGS* is deleted and replaced with the following:

### **B. DESIGN INTENT DRAWINGS:**

The Lessor may be required to prepare design intent drawings detailing the Tenant Improvements to be made by the Lessor within the Government-demised area. The preparation of the design intent drawings will be based on the Government finding the Lessor's cost estimate for this work to be found to fair and reasonable. The cost of this design work must be shown as separate cost item that is not part of the lease consideration. The cost of this design work must be submitted with your initial offer and must be shown as separate cost item that is not part of the lease considerations.

The Government shall use best efforts to coordinate the provision of such information and details as required by the Lessor's architect to complete such drawings in a timely manner. Design intent drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which include enough information to

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prepare construction drawings and shall consist of: 1) furniture locations, telephone and data outlet types and locations; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish/color/signage selections. Design intent drawings shall be due from the Lessor within fourteen (14) working days from award.

*Review.* The Government retains the right to review, approve, and request modifications (if necessary) to the Lessor's design intent drawings at approximately the 35%, 70% and 95% completion of the drawings and prior to the Lessor's commencement of working/construction drawings. The Government's review and approval of the drawings is limited as to the drawings' conformance to the specific requirements of the SFO and the agency's needs as they apply to the specific leased space. The Government shall perform all reviews of design intent drawings within ten (10) working days of receipt of such from Lessor. Should the Government require that modifications be made to the Lessor's design intent drawings before approval can be granted, the Government shall state as such in writing to the Lessor, and the Lessor shall have five (5) working days to cure all noted defects before returning the design intent drawings to the Government for a subsequent review. Upon approval of the design intent drawings, a notice to proceed shall be transmitted to the Lessor, and the Lessor shall commence working/construction drawings for the space. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal, based on the Tenant Improvements and associated work as shown on the design intent drawings. This budget proposal shall be completed within 10 working days of the Government's request. Delay of receipt of such proposal shall result in a Lessor delay.

If the Government does not find the Lessor's design intent drawing costs fair and reasonable then the Government shall prepare and provide to the Lessor the Government's approved design intent drawings detailing the Tenant Improvements to be made by the Lessor within the Government-demised area. Design intent drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which include enough information to prepare construction drawings and shall consist of: 1) furniture locations, telephone and data outlet types and locations; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish/color/signage selections. Design intent drawings shall be due to the Lessor within ninety (90) working days from award."

Malinda E. Pennington  
Printed Name

DOUG GULKER  
Printed Name

General Services Administration

FUSION PROPERTIES LLC  
Company Name

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1/5/07

Contracting Officer A  
duly authorized representative of the entity  
above, making an offer to the Federal  
Government



**GENERAL CLAUSES**  
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE NO.
DEFINITIONS	1	552.270-4	Definitions (Variation)
GENERAL	2	552.270-5	Subletting and Assignment
	3	552.270-11	Successors Bound
	4	552.270-23	Subordination, Nondisturbance and Attornment
	5	552.270-24	Statement of Lease
	6	552.270-25	Substitution of Tenant Agency
	7	552.270-26	No Waiver
	8	552.270-27	Integrated Agreement
	9	552.270-28	Mutuality of Obligation
PERFORMANCE	10	552.270-17	Delivery and Condition
	11	552.270-18	Default in Delivery—Time Extensions (Variation)
	12	552.270-19	Progressive Occupancy
	13	552.270-21	Effect of Acceptance and Occupancy
	14	552.270-6	Maintenance of Building and Premises— Right of Entry (Variation)
	15	552.270-10	Failure in Performance
	16	552.270-22	Default by Lessor During the Term
	17	552.270-7	Fire and Casualty Damage
	18	552.270-8	Compliance with Applicable Law
	19	552.270-12	Alterations
	20	552.270-29	Acceptance of Space (Variation)
INSPECTION	21	552.270-9	Inspection—Right of Entry
PAYMENT	22	52.204-7	Central Contractor Registration (Variation)
	23	552.232-75	Prompt Payment
	24	552.232-76	Electronic Funds Transfer Payment (Variation)
	25	552.232-70	Invoice Requirements (Variation)
	26	52.232-23	Assignment of Claims
	27	552.270-20	Payment (Variation)
STANDARDS OF CONDUCT	28	552.203-5	Covenant Against Contingent Fees
	29	52.203-7	Anti-Kickback Procedures
	30	52.223-6	Drug-Free Workplace
ADJUSTMENTS	31	552.203-70	Price Adjustment for Illegal or Improper Activity
	32	52.215-10	Price Reduction for Defective Cost or Pricing Data
	33	552.270-13	Proposals for Adjustment
	34	552.270-14	Changes (Variation)
AUDITS	35	552.215-70	Examination of Records by GSA
	36	52.215-2	Audit and Records—Negotiation
DISPUTES	37	52.233-1	Disputes

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LABOR STANDARDS	38	52.222-26	Equal Opportunity
	39	52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation
	40	52.222-21	Prohibition of Segregated Facilities
	41	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
	42	52.222-36	Affirmative Action for Workers with Disabilities
	43	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
SUBCONTRACTING	44	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment
	45	52.215-12	Subcontractor Cost or Pricing Data
	46	52.219-8	Utilization of Small Business Concerns
	47	52.219-9	Small Business Subcontracting Plan
	48	52.219-16	Liquidated Damages—Subcontracting Plan

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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**GENERAL CLAUSES**  
(Acquisition of Leasehold Interests in Real Property)

**1. 552.270-4 DEFINITIONS (SEP 1999) (VARIATION)**

The following terms and phrases (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this lease shall have the respective meanings hereinafter specified:

- (a) "Commencement Date" means the first day of the term.
- (b) "Contract" and "Contractor" means "Lease" and "Lessor," respectively.
- (c) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (d) "Delivery Date" means the date specified in or determined pursuant to the provisions of this lease for delivery of the premises to the Government, improved in accordance with the provisions of this lease and substantially complete, as such date may be modified in accordance with the provisions of this lease.
- (e) "Delivery Time" means the number of days provided by this lease for delivery of the premises to the Government, as such number may be modified in accordance with the provisions of this lease.
- (f) "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation:
  - (1) acts of God or of the public enemy,
  - (2) acts of the United States of America in either its sovereign or contractual capacity,
  - (3) acts of another contractor in the performance of a contract with the Government,
  - (4) fires,
  - (5) floods,
  - (6) epidemics,
  - (7) quarantine restrictions,
  - (8) strikes,
  - (9) freight embargoes,
  - (10) unusually severe weather, or
  - (11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.
- (g) "Lessor" means the sub-lessor if this lease is a sublease.
- (h) "Lessor shall provide" means the Lessor shall furnish and install at Lessor's expense.
- (i) "Notice" means written notice sent by certified or registered mail, Express Mail or Comparable service, or delivered by hand. Notice shall be effective on the date delivery is accepted or refused.
- (j) "Premises" means the space described on the Standard Form 2, U.S. Government Lease for Real Property, of this lease.
- (l) "Substantially complete" and "substantial completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.
- (m) "Usable square feet" means the ANSI/BOMA Z65.1-1996 definition for BOMA usable office area, which means "The area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- (n) "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

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**2. 552.270-5 SUBLETTING AND ASSIGNMENT (SEP 1999)**

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

**3. 552.270-11 SUCCESSORS BOUND (SEP 1999)**

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

**4. 552.270-23 SUBORDINATION, NONDISTURBANCE AND ATTORNMEN (SEP 1999)**

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

**5. 552.270-24 STATEMENT OF LEASE (SEP 1999)**

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

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(b) Letters issued pursuant to this clause are subject to the following conditions:

- (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
- (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
- (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
- (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

**6. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)**

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

**7. 552.270-26 NO WAIVER (SEP1999)**

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

**8. 552.270-27 INTEGRATED AGREEMENT (SEP 1999)**

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

**9. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)**

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

**10. 552.270-17 DELIVERY AND CONDITION (SEP 1999)**

- (a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is substantially complete.
- (b) If the premises do not in every respect comply with the provisions of this lease the Contracting Officer may, in accordance with the Failure in Performance clause of this lease, elect to reduce the rent payments.

**11. 552.270-18 DEFAULT IN DELIVERY—TIME EXTENSIONS (SEP 1999) (VARIATION)**

- (a) With respect to Lessor's obligation to deliver the premises substantially complete by the delivery date, time is of the essence. If the Lessor fails to work diligently to ensure its substantial completion by the delivery date or fails to substantially complete the work by such date, the Government may by notice to the Lessor terminate this lease. Such termination is effective when received by Lessor. The Lessor and the Lessor's sureties, if any, are jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government shall be entitled to the following damages:

- (1) The Government's aggregate rent and estimated real estate tax and operating cost adjustments for the firm term and all option terms of its replacement lease or leases,

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in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term. If the Government procures replacement premises for a term (including all option terms) in excess of this term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.

- (2) All administrative and other costs the Government incurs in procuring a replacement lease or leases.
- (3) Other, additional relief provided for in this lease, at law, or in equity.
- (b) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date Lessor receives notice from the Contracting Officer specifying such damages.
- (c) Delivery by Lessor of less than the minimum ANSI/BOMA Office Area square footage required by this lease shall in no event be construed as substantial completion, except as the Contracting Officer permits.
- (d) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if (1) the delay in substantially completing the work arises from excusable delays and (2) the Lessor within 10 days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date, to the extent of such delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

**12. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)**

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

**13. 552.270-21 EFFECT OF ACCEPTANCE AND OCCUPANCY (SEP 1999)**

Neither the Government's acceptance of the premises for occupancy, nor the Government's occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right.

**14. 552.270-6 MAINTENANCE OF BUILDING AND PREMISES—RIGHT OF ENTRY (SEP 1999) (VARIATION)**

Except in case of damage arising out of the willful act or negligence of a Government employee, Lessor shall maintain the premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

**15. 552.270-10 FAILURE IN PERFORMANCE (SEP 1999)**

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide

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any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payment under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

**16. 552.270-22 DEFAULT BY LESSOR DURING THE TERM (SEP 1999)**

(a) Each of the following shall constitute a default by Lessor under this lease:

- (1) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative.
- (2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.

(b) If a default occurs, the Government may, by notice to Lessor, terminate this lease for default and if so terminated, the Government shall be entitled to the damages specified in the Default in Delivery-Time Extensions clause.

**17. 552.270-7 FIRE AND CASUALTY DAMAGE (SEP 1999)**

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days of the fire or other casualty; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

**18. 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 1999)**

Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of the building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

**19. 552.270-12 ALTERATIONS (SEP 1999)**

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

(b) (6)

**20. 552.270-29 ACCEPTANCE OF SPACE (SEP 1999) (VARIATION)**

- (a) When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the Contracting Officer. The Contracting Officer or designated representative shall promptly inspect the space.
- (b) The Government will accept the space and the lease term will begin after determining that the space is substantially complete and contains the required ANSI/BOMA Office Area square footage as indicated in the paragraph of this solicitation entitled "Amount and Type of Space."

**21. 552.270-9 INSPECTION—RIGHT OF ENTRY (SEP 1999)**

- (a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to:
  - (1) inspecting, sampling and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers;
  - (2) inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises;
  - (3) inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and
  - (4) inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.
- (b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

**22. 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (VARIATION)**

- (a) Definitions. As used in this clause—

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Offeror" means the owner of the property offered, not an individual or agent representing the owner.

"Registered in the CCR database" means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields and has marked the record "Active."

- (b) (1) By submission of an offer, the Offeror acknowledges the requirement that a

be registered with D&B and in the CCR database prior to

(b) (6)

award, during performance, and through final payment of any contract resulting from this solicitation.

- (2) The Offeror shall enter in the appropriate block, on the GSA Form 3518, entitled Representations and Certifications, the legal entity's name and address, followed by the DUNS or DUNS +4 number that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the Offeror is registered in the CCR database.
- (c) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
    - (1) An Offeror may obtain a DUNS number—
      - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
      - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
    - (2) The Offeror should be prepared to provide the following information:
      - (i) Company legal business.
      - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
      - (iii) Company Physical Street Address, City, State, and ZIP Code.
      - (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
      - (v) Company Telephone Number.
      - (vi) Date the company was started.
      - (vii) Number of employees at your location.
      - (viii) Chief executive officer/key manager.
      - (ix) Line of business (industry).
      - (x) Company Headquarters name and address (reporting relationship within your entity).
  - (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
  - (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
  - (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
  - (g)
    - (1)
      - (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, the Contractor shall comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR) and provide the responsible Contracting Officer a fully revised and initialed/signed GSA Form 3518, entitled Representations and Certifications, along with written notification of its intention to (A) change the name in the CCR database; and (B) provide the Contracting Officer with sufficient documentation to verify and confirm the legally changed name or change in ownership.
      - (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(b) (6)

- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

**23. 552.232-75 PROMPT PAYMENT (SEP 1999)**

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date.*

- (1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

- (i) When the date for commencement of rent falls on the 15<sup>th</sup> day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
  - (ii) When the date for commencement of rent falls after the 15<sup>th</sup> day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

- (2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

- (i) The 30<sup>th</sup> day after the designated billing office has received a proper invoice from the Contractor.
  - (ii) The 30<sup>th</sup> day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30<sup>th</sup> day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

- (i) Name and address of the Contractor.
  - (ii) Invoice date.
  - (iii) Lease number.
  - (iv) Government's order number or other authorization.
  - (v) Description, price, and quantity of work or services delivered.
  - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).
  - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

- (2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(b) (6)

(c) *Interest Penalty.*

- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
- (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the *Federal Register* semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.
- (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

**24. 552.232-76 ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000) (VARIATION)**

- (a) The Government will make payments under this lease by electronic funds transfer (EFT). The Lessor must, no later than 30 days before the first payment:
  - (1) Designate a financial institution for receipt of EFT payments.
  - (2) Submit this designation to the Contracting Officer or other Government official, as directed.
- (b) The Lessor must provide the following information:
  - (1) The American Bankers Association 9-digit identifying number for Automated Clearing House (ACH) transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
  - (2) Number of account to which funds are to be deposited.
  - (3) Type of depositor account ("C" for checking, "S" for savings).
  - (4) If the Lessor is a new enrollee to the EFT system, the Lessor must complete and submit Form SF 3881, ACH Vendor/Miscellaneous Payment Enrollment Form, before payment can be processed.
- (c) If the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment, the appropriate Government official must receive notice of such change and the required information specified above no later than 30 days before the date such change is to become effective.
- (d) The documents furnishing the information required in this clause must be dated and contain the:
  - (1) Signature, title, and telephone number of the Lessor or the Lessor's authorized representative.
  - (2) Lessor's name.
  - (3) Lease number.
- (e) Lessor's failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

(b) (6)



**25. 552.232-70 INVOICE REQUIREMENTS (SEP 1999) (VARIATION)**

(This clause is applicable to payments other than rent.)

- (a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or order.
- (b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the order.

ACT Number (to be supplied on individual orders)

- (c) If information or documentation in addition to that required by the Prompt Payment clause of this contract is required in connection with an invoice for a particular order, the order will indicate what information or documentation must be submitted.

**26. 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)**

(Applicable to leases over \$2,500.)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

**27. 552.270-20 PAYMENT (SEP 1999) (VARIATION)**

- (a) When space is offered and accepted, the ANSI/BOMA Office Area square footage delivered will be confirmed by:

- (1) the Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or
- (2) a mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

- (b) Payment will not be made for space which is in excess of the amount of ANSI/BOMA Office Area square footage stated in the lease.

- (c) If it is determined that the amount of ANSI/BOMA Office Area square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of Usable space delivered and the annual rental will be adjusted as follows:

Usable square feet not delivered multiplied by the ANSI/BOMA Office Area square foot (USF) rate equals the reduction in annual rent. The rate per USF is determined by dividing the total annual rental by the Usable square footage set forth in the lease.

USF Not Delivered X Rate per USF = Reduction in Annual Rent.

**28. 552.203-5 COVENANT AGAINST CONTINGENT FEES (FEB 1990)**

(Applicable to leases over \$100,000.)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from

(b) (6)



the contract price or consideration, or otherwise recover the full amount of the contingent fee.

- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**29. 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)**

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

(a) *Definitions.*

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from—

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price

(b) (6)

charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

- (c)
  - (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
  - (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
  - (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
  - (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
  - (5) The Contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

**30. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**

- (a) *Definitions.* As used in this clause—

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.

- (b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—
  - (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) (6)

- (2) Establish an ongoing drug-free awareness program to inform such employees about—
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The Contractor's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
  - (i) Taking appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

**31. 552.203-70 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999)**

(Applicable to leases over \$100,000.)

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—
  - (1) Reduce the monthly rental under this lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid;
  - (2) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement; or
  - (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.
- (b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. The Lessor shall have a period determined by the agency head or designee, but not less than

**(b) (6)**

30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

**32. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)**

(Applicable when cost or pricing data are required for work or services over \$500,000.)

- (a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—
- (1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
  - (2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or
  - (3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- (b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which—
- (1) The actual subcontract or
  - (2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; *provided*, that the actual subcontract price was not itself affected by defective cost or pricing data.
- (c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
- (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
  - (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
  - (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
  - (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- (2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—
- (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
  - (B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.
- (ii) An offset shall not be allowed if—
- (A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or
  - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the

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available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

- (d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—
  - (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
  - (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

**33. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)**

- (a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.
- (b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—
  - (1) Material quantities and unit costs;
  - (2) Labor costs (identified with specific item or material to be placed or operation to be performed;
  - (3) Equipment costs;
  - (4) Worker's compensation and public liability insurance;
  - (5) Overhead;
  - (6) Profit; and
  - (7) Employment taxes under FICA and FUTA.
- (c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—
  - (1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and
  - (2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).
- (d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

**34. 552.270-14 CHANGES (SEP 1999) (VARIATION)**

- (a) The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:
  - (1) Specifications (including drawings and designs);
  - (2) Work or services;
  - (3) Facilities or space layout; or

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- (4) Amount of space, provided the Lessor consents to the change.
- (b) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Contracting Officer shall modify this lease to provide for one or more of the following:
  - (1) A modification of the delivery date;
  - (2) An equitable adjustment in the rental rate;
  - (3) A lump sum equitable adjustment; or
  - (4) An equitable adjustment of the annual operating costs per ANSI/BOMA Office Area square foot specified in this lease.
- (c) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.
- (d) Absent such written change order, the Government shall not be liable to Lessor under this clause.

**35. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)**

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

**36. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 1999)**

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.
- (c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—
  - (1) The proposal for the contract, subcontract, or modification;
  - (2) The discussions conducted on the proposal(s), including those related to negotiating;
  - (3) Pricing of the contract, subcontract, or modification; or

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- (4) Performance of the contract, subcontract or modification.
- (d) *Comptroller General.*
  - (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.
  - (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—
  - (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
  - (2) The data reported.
- (f) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—
  - (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
  - (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- (g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—
  - (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
  - (2) For which cost or pricing data are required; or
  - (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

**37. 52.233-1 DISPUTES (JUL 2002)**

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted

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is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

- (d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

**38. 52.222-26 EQUAL OPPORTUNITY (APR 2002)**

(Applicable to leases over \$10,000.)

- (a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall

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not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

- (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to—
  - (i) Employment;
  - (ii) Upgrading;
  - (iii) Demotion;
  - (iv) Transfer;
  - (v) Recruitment or recruitment advertising;
  - (vi) Layoff or termination;
  - (vii) Rates of pay or other forms of compensation; and
  - (viii) Selection for training, including apprenticeship.
- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100, (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.
- (10) The Contractor shall include the terms and conditions of paragraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase

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order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

**39. 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)**

(Applicable to leases over \$10,000,000.)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

**40. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**

(Applicable to leases over \$10,000.)

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**41. 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)**

(Applicable to leases over \$25,000.)

- (a) *Definitions.* As used in this clause—

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee—

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and

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- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means—

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability—
  - (i) Rated at 30 percent or more; or
  - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who—

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—
  - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
  - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed—
  - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
  - (ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) *General.*

- (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as—
  - (i) Recruitment, advertising, and job application procedures;
  - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - (iii) Rate of pay or any other form of compensation and changes in compensation;
  - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (v) Leaves of absence, sick leave, or any other leave;
  - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
  - (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and

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- other related activities, and selection for leaves of absence to pursue training;
    - (viii) Activities sponsored by the Contractor including social or recreational programs; and
    - (ix) Any other term, condition, or privilege of employment.
  - (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).
- (c) *Listing openings.*
- (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
  - (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
  - (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.
- (d) *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.
- (e) *Postings.*
- (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
  - (2) The employment notices shall—
    - (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
    - (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.
  - (3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).
  - (4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

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- (f) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (g) *Subcontracts.* The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

**42. 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)**

(Applicable to leases over \$10,000.)

(a) *General.*

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—
  - (i) Recruitment, advertising, and job application procedures;
  - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
  - (iii) Rates of pay or any other form of compensation and changes in compensation;
  - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (v) Leaves of absence, sick leave, or any other leave;
  - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
  - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
  - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) *Postings.*

- (1) The Contractor agrees to post employment notices stating—
  - (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities and
  - (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

- (c) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

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- (d) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

**43. 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)**

(Applicable to leases over \$25,000.)

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—
- (1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and
  - (2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and
  - (3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.
- (b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)."
- (c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date—
- (1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or
  - (2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that—
- (1) The information is voluntarily provided;
  - (2) The information will be kept confidential;
  - (3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and
  - (4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

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**44. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)**

(Applicable to leases over \$25,000.)

- (a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
  - (1) The name of the subcontractor.
  - (2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
  - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
  - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

**45. 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)**

(Applicable when the clause at FAR 52.215-10 is applicable.)

- (a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—
  - (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
  - (2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data—Modifications.

**46. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)**

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further

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the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

- (c) *Definitions.* As used in this contract—

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that—

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

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- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

**47. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)**

(Applicable to leases over \$500,000.)

- (a) This clause does not apply to small business concerns.

- (b) *Definitions.* As used in this clause—

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the Offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the Offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

- (c) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.

- (d) The Offeror's subcontracting plan shall include the following:

- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

- (2) A statement of—

- (i) Total dollars planned to be subcontracted for an individual contract plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

- (ii) Total dollars planned to be subcontracted to small business concerns;

- (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

- (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned

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- small business;
  - (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
  - (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
  - (vii) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—
  - (i) Small business concerns;
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;
  - (iv) HUBZone small business concerns;
  - (v) Small disadvantaged business concerns; and
  - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—
  - (i) Small business concerns;
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;
  - (iv) HUBZone small business concerns;
  - (v) Small disadvantaged business concerns; and
  - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the Offeror will—
  - (i) Cooperate in any studies or surveys as may be required;
  - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;
  - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone

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small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

- (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the Offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
  - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
  - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—
    - (A) Whether small business concerns were solicited and, if not, why not;
    - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
    - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
    - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
    - (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
    - (F) Whether women-owned small business concerns were solicited and, if not, why not; and
    - (G) If applicable, the reason award was not made to a small business concern.
  - (iv) Records of any outreach efforts to contact—
    - (A) Trade associations;
    - (B) Business development organizations;
    - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
    - (D) Veterans service organizations.
  - (v) Records of internal guidance and encouragement provided to buyers through—
    - (A) Workshops, seminars, training, etc.; and
    - (B) Monitoring performance to evaluate compliance with the program's requirements.
  - (vi) On a contract-by-contract basis, records to support award data submitted by the Offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
  - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business,

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HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

- (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
  - (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.
  - (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided—
- (1) The master plan has been approved;
  - (2) The Offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
  - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the Offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the Offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the Offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with—
- (1) The clause of this contract entitled "Utilization Of Small Business Concerns"; or
  - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
- (1) *Standard Form 294, Subcontracting Report for Individual Contracts*. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
  - (2) *Standard Form 295, Summary Subcontract Report*. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

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**48. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)**

(Applicable to leases over \$500,000.)

- (a) *Failure to make a good faith effort to comply with the subcontracting plan*, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

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<b>REPRESENTATIONS AND CERTIFICATIONS</b> (Acquisition of Leasehold Interests in Real Property)	Solicitation Number <b>GS-05B-17902</b>	Dated <b>06/06/07</b>
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

**1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$19.0 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

- (1) The Offeror represents as part of its offer that it ☒ is; ☐ is not a small business concern.
- (2) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it ☒ is; ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is; ☒ is not a women-owned small business concern.
- (4) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is; ☒ is not a veteran-owned small business concern.
- (5) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The Offeror represents as part of its offer that it ☐ is; ☒ is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that—
- (i) It ☐ is; ☒ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ☐ is; ☒ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: N/A.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

**(b) (6)**

(c) *Definitions.* As used in this provision—

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**2. 52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)**

- (a) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) *Representation.* [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it [ ] is a women-owned business concern.

(b) (6)



**3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

(Applicable to leases over \$10,000.)

The Offeror represents that—

- (a) It ☒ has, ☒ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☒ has, ☒ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

**4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

(Applicable to leases over \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

- (a) It ☒ has developed and has on file, ☒ has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☒ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

**5. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

(a) The Offeror certifies that—

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above  
Fusion Properties LLC, as agent for owner [Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];

(b) (6)



- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**6. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)**

(Applicable to leases over \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, —
  - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract;
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**7. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
  - (i) The Offeror and/or any of its principals—
    - (A) Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or debarred ineligible for the award of contracts by any Federal agency;
    - (B) Have ☐ have not ☒ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(b) (6)

- ~~X~~
- (C) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) The Offeror has ☐ has not ☒ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### 8. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(b) (6)

(d) *Taxpayer Identification Number (TIN).*

☒ TIN: (b) (4)

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☒ International organization per 26 CFR 1.6049-4;

☒ Other LLC

(f) *Common Parent.*

☒ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name N/A

TIN \_\_\_\_\_

**9. 52.204-6 – Data Universal Numbering System (DUNS) Number (OCT 2003)**

(a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An Offeror may obtain a DUNS number—

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The Offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and zip code.
- (iv) Company mailing address, city, state and zip code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(b) (6)

**10. DUNS NUMBER (JUN 2004)**

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS #

(b) (4)

**11. CENTRAL CONTRACTOR REGISTRATION (JAN 2007)**

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <http://www.ccr.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

☐ Registration Active and Copy Attached



Will Activate Registration and Submit Copy to the Government Prior to Award

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	NAME <i>Fusion Properties LLC</i> STREET <i>6090 Fulton</i> CITY, STATE, ZIP <i>Ada, MI 49546</i>  (b) (6) Signature <i>Doug Iviker</i>	<i>616-633-6055</i>   Date <i>06/06/07</i>

(b) (6)



SOLICITATION PROVISIONS  
(Acquisition of Leasehold Interests in Real Property)

1. 552.270-1 - INSTRUCTIONS TO OFFERORS – ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY (MAR 1998)

(a) Definitions. As used in this provision—

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages. Offers must be:

- (i) Submitted on the forms prescribed and furnished by the Government as a part of this solicitation or on copies of those forms, and
- (ii) Signed. The person signing an offer must initial each erasure or change appearing on any offer form. If the offeror is a partnership, the names of the partners composing the firm must be included with the offer.

(2) Late proposals and revisions.

(i) The Government will not consider any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers unless it is received before the Government makes award and it meets at least one of the following conditions:

- (A) It was sent by registered or certified mail not later than the 5th calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th).
- (B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation.
- (C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two

working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays.

- (D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals.
  - (E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement.
  - (F) It is the only proposal received.
- (ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(2)(i)(A) through (c)(2)(i)(E) of this provision.
  - (iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
  - (iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
  - (v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(2)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
  - (vi) Notwithstanding paragraph (c)(2)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
  - (vii) An offeror may withdraw its proposal by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, an offeror may withdraw its proposal via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.
  - (viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.
- (3) Any information given to a prospective offeror concerning this solicitation will be furnished promptly to all other prospective offerors, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offeror.



- (4) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
  - (5) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
  - (6) The Government will construe an offer to be in full and complete compliance with this solicitation unless the offer describes any deviation in the offer.
  - (7) Offerors may submit proposals that depart from stated requirements. Such a proposal shall clearly identify why the acceptance of the proposal would be advantageous to the Government. The proposal must clearly identify and explicitly define any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.
- (d) Restriction on disclosure and use of data. An offeror that includes in its proposal data that it does not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must meet both of the following conditions:
- (1) Mark the title page with the following legend:  
  
This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a lease is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets].
  - (2) Mark each sheet of data it wishes to restrict with the following legend:  
  
Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (e) Lease award.
- (1) The Government intends to award a lease resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
  - (2) The Government may reject any or all proposals if such action is in the Government's interest.
  - (3) The Government may waive informalities and minor irregularities in proposals received.
  - (4) The Government intends to evaluate proposals and award a lease after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
  - (5) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
  - (6) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
  - (7) The unconditional written acceptance of an offer establishes a valid contract.
  - (8) The Government may disclose the following information in postaward debriefings to other offerors:
    - (i) The overall evaluated cost or price and technical rating of the successful offeror;

- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection; and
- (iii) A summary of the rationale for award.

2. 52.222-24 - PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

3. 552.270-3 - PARTIES TO EXECUTE LEASE (SEP 1999)

- (a) If the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, an authenticated copy of his power of attorney, or other evidence to act on behalf of the Lessor, must accompany the lease.
- (b) If the Lessor is a partnership, the lease must be signed with the partnership name, followed by the name of the legally authorized partner signing the same, and, if requested by the Government, a copy of either the partnership agreement or current Certificate of Limited Partnership shall accompany the lease.
- (c) If the Lessor is a corporation, the lease must be signed with the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of this authority so to act shall be furnished.

4. 52.233-2 - SERVICE OF PROTEST (AUG 1996) (VARIATION)

(Applies to leases over \$100,000 average net annual rental, including option periods.)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address shown elsewhere in this solicitation.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

5. 552.233-70 - PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION (MAR 2000)

(Applies to leases over \$100,000 average net annual rental, including option periods.)

- (a) The following definitions apply in this provision:

"Agency Protest Official for GSA" means the official in the Office of Acquisition Policy designated to review and decide procurement protests filed with GSA.

"Deciding official" means the person chosen by the protester to decide the agency protest. The deciding official may be either the Contracting Officer or the Agency Protest Official.

- (b) The filing time frames in FAR 33.103(e) apply. An agency protest is filed when the protest complaint is received at the location the solicitation designates for serving protests. GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Protests delivered after 4:30 p.m. will be considered received and filed the following business day.
- (c) A protest filed directly with the General Services Administration (GSA) must:
  - (1) Indicate that it is a protest to the agency.
  - (2) Be filed with the Contracting Officer.

- (3) State whether the protester chooses to have the Contracting Officer or the Agency Protest Official for GSA decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.
- (4) Indicate whether the protester prefers to make an oral presentation, a written presentation, or an oral presentation confirmed in writing, of arguments in support of the protest to the deciding official.
- (5) Include the information required by FAR 33.103(d)(2):
  - (i) Name, address, fax number, and telephone number of the protester.
  - (ii) Solicitation or contract number.
  - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
  - (iv) Copies of relevant documents.
  - (v) Request for a ruling by the agency.
  - (vi) Statement as to the form of relief requested.
  - (vii) All information establishing that the protester is an interested party for the purpose of filing a protest.
  - (viii) All information establishing the timeliness of the protest (see paragraph (b) of this provision).
- (d) An interested party filing a protest with GSA has the choice of requesting either that the Contracting Officer or the Agency Protest Official for GSA decide the protest.
- (e) The decision by the Agency Protest Official for GSA is an alternative to a decision by the Contracting Officer. The Agency Protest Official for GSA will not consider appeals from the Contracting Officer's decision on an agency protest.
- (f) The deciding official must conduct a scheduling conference with the protester within three (3) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.
- (g) Oral conferences may take place either by telephone or in person. Other parties (e.g., representatives of the program office) may attend at the discretion of the deciding official.
- (h) The following procedures apply to information submitted in support of or in response to an agency protest:
  - (1) The protester and the agency have only one opportunity to support or explain the substance of the protest (either orally, in writing, or orally confirmed in writing).
  - (2) GSA procedures do not provide for any discovery.
  - (3) The deciding official has discretion to request additional information from either the agency or the protester. However, the deciding official will normally decide protests on the basis of information provided by the protester and the agency.
  - (4) Except as provided in paragraph (5)(ii) below, the parties are encouraged, but not required, to exchange information submitted to the Agency Protest Official for GSA.
  - (5) If the agency makes a written response to the protest, the following filing requirements apply:
    - (i) The agency must file its response to the protest with the deciding official within five (5) days after the filing of the protest.
    - (ii) The agency must also provide the protester with a copy of the response on the same day it files the response with the deciding official. If the agency believes it needs to redact or withhold any information in the response from the protester, it must obtain the approval of the deciding official.

- (i) The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
- (j) An interested party may represent itself or be represented by legal counsel. GSA will not reimburse the party for any legal fees related to the agency protest.
- (k) GSA will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
- (l) The deciding official will make a best effort to issue a decision on the protest within twenty-eight (28) days after the filing date. The decision may be oral or written. If the decision is communicated orally to the protester, the deciding official will confirm in writing within three (3) days after the decision.
- (m) GSA may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a protest forum outside of GSA.

6. 52.215-5 - FACSIMILE PROPOSALS (OCT 1997)

- (a) Definition. "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is: [insert telephone number].
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--
  - (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
  - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
  - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

7. FLOOD PLAINS AND WETLANDS (APR 1984)

An award of contract will not be made for a property located within a base flood plain or wetland unless the Government has determined it to be the only practicable alternative.

(b) (6)